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## CARRIER QUALIFICATION PACKET

## Brokerage Carrier Qualification Packet

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### Operating & Financial Information:

Capurro Trucking MC# 933525-B Brokerage Carrier Qualification Packet- rev. 10/1/2015

### Required Items:

- Signed copy of Motor Carrier Agreement
- Proof of Insurance (requested from Insurance Agent) (see section 5, Motor Carrier Agreement)
- Carrier Profile Information
- Taxpayer Identification (W-9 for US, W-8BEN, HST/GST# for Canada)
- Operating Authority Registration Numbers

MOTOR CARRIER AGREEMENT

This Agreement ("Agreement"), is made and entered this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between Capurro Trucking ("CAPURRO TRUCKING"), acting as a licensed property broker, and

\_\_\_\_\_ ("Carrier") whose address is

WHEREAS, CAPURRO TRUCKING on its own behalf and, as an agent for, Capurro Trucking, (collectively referred to as "affiliates"), is in the business of providing logistics services and is licensed to perform such services by appropriate state or provincial agencies having jurisdiction over such operations;

WHEREAS, CAPURRO TRUCKING is a Broker of transportation services duly licensed by the United States Surface Transportation Board, Department of Transportation and has available from time to time various shipments requiring the service of a highway motor carrier to transport said shipments;

WHEREAS, CARRIER is a highway contract carrier and is operating under duly issued authority granted to it by The Federal Motor Carrier Safety Administration under Permit MC \_\_\_\_\_

The agreement is for an ongoing series of shipments and is hereby:

- reduced to this writing;
- drafted in a manner to meet the distinct transportation needs of CAPURRO TRUCKING acting as a forwarder/shipper;
- shall be bilateral in nature in that it obligates both CARRIER and Capurro Trucking certain performance requirements;
- shall cover a series of shipments over the term of this Agreement, and
- Shall Inure to the benefit of Capurro Trucking successors, assigns, and corporate affiliates as if the same were first parties to this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFIT AND PERFORMANCE REQUIREMENTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Services: CARRIER agrees to transport and deliver specified commodities, in accordance with the shipping instructions issued to it by CAPURRO TRUCKING, for and on behalf of various beneficial owners (the "Beneficial Owner"), and, where required, to have its driver(s) be responsible for the loading and/or unloading of all commodities tendered to it by CAPURRO TRUCKING under the terms and conditions contained in this Agreement. In all instances where CARRIER is not required to load or unload said shipments, CARRIER shall have the duty to determine, to the extent that the CARRIER would reasonably be able to ascertain that each shipment is properly loaded. CARRIER agrees to indemnify-CAPURRO TRUCKING and Beneficial Owner for Claims based on the terms of section 7- "Indemnification and Hold Harmless" against all loss, cost, damage, or liability of any kind or nature arising from or in connection with as the proximate consequence of improper or unsafe loading or unloading of any shipment to the extent that this could have been reasonably ascertained through ordinary inspection and diligence. CARRIER's acceptance of any shipment, or its receiving signature on the Bill of Lading, shall be conclusive that the number of pieces shown on the Bill of Lading is correct and that lading is in apparent good condition. Where CARRIER receives a sealed container, CARRIER shall notate "Shipper Load and Count" and the seal number on the Bill of Lading. CARRIER's failure to do so will make CARRIER liable for loss and damage as if the container had been received without seal.
2. Rates: The original transportation rates agreed to between the parties shall be confirmed in writing (the "Rate Confirmation") issued by Capurro Trucking, signed by CARRIER, and returned to CAPURRO TRUCKING. A Rate Confirmation

shall be issued and executed on a load-by-load basis. The terms of the parties Rate Confirmations are incorporated herewith. In the absence of CARRIER's signature on the Rate Confirmation, CARRIER'S arrival at origin and/or loading of the freight at pick-up shall be deemed an acceptance of the terms stated in the Rate Confirmation which represents the parties' last negotiated terms prior to such arrival and/or loading as well as acceptance of the terms and conditions of this agreement.

Rate modifications may be established in order to meet further shipping requirements, but such changes shall be in writing accomplished by the party initiating the change sending via facsimile a revised or supplemental Rate Confirmation to the other party. Approval of the change shall be demonstrated by the second party initialing the change, and returning the same by facsimile to the other. All Rates and any subsequent modifications shall be and are full-value rates. No shipment contemplated by this Agreement shall be tendered or move under a released rate value.

3. Accessorial Charges: In addition to the rate, which is to be an all-inclusive rate, the parties acknowledge that certain accessorial charges may arise from time to time. Unless CAPURRO TRUCKING agrees in writing otherwise, CAPURRO TRUCKING's standard accessorial rates as referenced in this section shall apply; without regard to CARRIER's own accessorial rates, which may be more or less. In the event CARRIER fails to load or come into possession of the Beneficial Owner's property, the Rate shall be void, and Capurro Trucking, will have no payment obligations to CARRIER.

<b>Accessorial Type:</b>	<b>Applicable Charge:</b>
<b>Detention with Power</b> (Driver Detention)	<b>First 2 hours free; \$50/hr thereafter, maximum \$500</b>
<b>Layover</b> (Driver Detention in excess of 10 hours)	<b>\$250</b>
<b>Comchek</b> (for fuel advances only, allowed for up to 40% of fuel costs, \$1000 limit; to be issued once loading is complete)	<b>\$25 fee, to be deducted from final settlement</b>
<b>Truck Ordered, Not Used</b> (cancellation <4hrs before scheduled route)	<b>\$250</b>

4. Transit and Delivery Obligations: CAPURRO TRUCKING and CARRIER may agree on each shipment as to required transit time. This transit time, as well as the pick-up and delivery appointment times, will be provided to CARRIER, in writing, during the load booking process and will always be listed in the Western Time Zone. *The times stated are strict appointment times, any delay to those times as reflected on the CARRIER's load confirmation should be communicated by the CARRIER to CAPURRO TRUCKING as soon as reasonably possible upon CARRIER'S Identification of the delay.* Such agreements may make the transit time obligation less or more than "reasonable dispatch". In the absence of an agreement between the parties, the following transit time schedule shall apply: (1) On shipments moving less than 500 miles, next day delivery; (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate: on a shipment moving 2900 miles, delivery shall be made within six (6) days). Safety on the highways is of major concern to both parties, and these transit times are compatible with the Federal Motor Carrier Safety Administration's Safety Rules. Notwithstanding the forgoing, CARRIER shall not suspend service at any time after loaded dispatch, nor delay service by stop over for any reason that would leave the CARRIER's equipment (and/or the Beneficial Owner's property) unattended without adequate security as a prudent CARRIER would or as otherwise required for inclusion of coverage under CARRIER's primary cargo policy. Further, CARRIER shall not disengage or detach CARRIER's power unit from the trailer, container/chassis, flat bed or other equipment of carriage at any time unless emergency or extenuating circumstances require the same. In the event the equipment of carriage is disengaged from or becomes detached from the CARRIER's power unit, CARRIER shall ensure the Beneficial Owner's property is safe and secure. In such case, CARRIER's liability as receiving motor CARRIER shall continue and not as a warehouseman.
5. Insurance: -Prior to commencing work and until all obligations under this Agreement are fulfilled, CARRIER shall carry and maintain at all times at its sole expense the following insurance coverage and limits of insurance. All insurers

must have AM Best rating not less than A- Class VIII or better, and insurers must be authorized to do business in the state in which the work is being performed. Such insurance shall be under forms of policies and from insurance companies satisfactory to CAPURRO TRUCKING. Such insurance required herein shall be primary and non-contributory with respect to any other valid and applicable insurance of CAPURRO TRUCKING or Beneficial Owner. Failure to maintain the required insurance may result in termination of this Agreement at CAPURRO TRUCKING'S option. By requiring insurance herein, CAPURRO TRUCKING does not represent that coverage and limits will necessarily be adequate to protect CARRIER and such coverage and limits shall not be deemed as a limitation on CARRIER'S liability under the indemnities granted to CAPURRO TRUCKING and Beneficial owner in this Agreement.

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** CARRIER shall carry and maintain a Commercial General Liability ("CGL") policy on a form at least as broad as an unmodified Insurance Services Office (ISO) CG 00 01 12 04 occurrence form (claims made or modified occurrence policy forms are not acceptable) covering all of CARRIER's operations, activities and exposures. A waiver of subrogation in favor of CAPURRO TRUCKING and Beneficial Owner shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us, ISO CG 24 04 05 09, or a substitute providing equivalent coverage.
  - i. **ADDITIONAL INSURED ENDORSEMENT.** CARRIER's coverage shall include an endorsement naming CAPURRO TRUCKING and Beneficial Owner as additional insureds on a form at least as broad as the unmodified ISO CG 2010 (Current Edition). This insurance shall apply as primary insurance and be non-contributory with respect to any other insurance or self-insurance of CAPURRO TRUCKING or Beneficial Owner. The form of the Primary and Noncontributory endorsement shall be ISO CG 20 01 04 13 or unmodified equivalent.
  - ii. **LIMITS OF INSURANCE.** CARRIER shall maintain CGL insurance, and, if necessary, commercial umbrella insurance with limits of insurance not less than the following amounts. These limits can be provided in combination with an umbrella or excess policy:
    - (a) \$1,000,000 General Aggregate limit. If such CGL insurance contains a general aggregate limit, it shall apply separately to each project;
    - (b) \$1,000,000 Products and Completed Operations Aggregate limit;
    - (c) \$1,000,000 per Occurrence limit for Bodily Injury and Property Damage;
    - (d) \$1,000,000 for Personal Injury and Advertising Injury limit;
    - (e) Higher limits of insurance and additional coverages if required by CAPURRO TRUCKING or Beneficial Owner. CARRIER will comply with such limits by providing evidence of an umbrella or excess liability policy. This policy shall be subject to all the requirements of the general liability policy as stated in section 5a.
- b. **BUSINESS AUTOMOBILE INSURANCE.** CARRIER shall carry and maintain business automobile liability insurance with a limit not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile (including owned, hired, and non-owned automobiles). Coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 20), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. If operations include hauling of "hazardous materials," pollution liability coverage equivalent to that provided under the ISO pollution liability broadened-coverage for covered automobiles endorsement shall be attached. If CARRIER is subject to the Motor Carrier Act of 1980, CARRIER must provide a MCS-90 endorsement with a primary limit of \$1,000,000 each accident. For trailers involved in equipment interchange, CARRIER shall at their own cost and expense procure and maintain physical damage insurance for all trailers in accordance with the terms and requirements set forth in section 21a below.

- c. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.** CARRIER shall carry and maintain Workers' Compensation and Employers' Liability Insurance as detailed below. A Waiver of Subrogation endorsement in favor of CAPURRO TRUCKING and Beneficial Owner shall be attached providing coverage at least as broad as an unmodified NCCI WC 00 03 13 endorsement, "Waiver of Our Right to Recover from Others." Programs underwritten by any Self-Insured Group require CAPURRO TRUCKING's prior written approval. If CARRIER leases employees through an employment management, professional employer organization, or other such company, evidence of insurance must be provided through an Alternate Employer/Leased Employee endorsement naming CAPURRO TRUCKING and Beneficial Owner on the employment company's workers' comp policy. For Workers' Compensation, coverage and limits are required in accordance with any applicable law, regulation or statute. For Employers Liability, limits of insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease; and, \$1,000,000 policy limit for bodily injury by disease.
- d. **CARGO INSURANCE.** In reference to other pertinent provisions in this Agreement including but not limited to section 8- Cargo Liability and section 10- Cargo Claims Processing, CARRIER shall provide at its own expense "all risk" cargo insurance with a minimum limit of \$100,000 per shipment to insure and protect the freight being transported by CARRIER. Such insurance shall be in force until completion and final acceptance of the transport and delivery by Beneficial Owner. Such insurance shall also apply to property of CAPURRO TRUCKING and Beneficial Owner in the care, custody or control of CARRIER. CARRIER shall bear the full risk of any loss or damage until such acceptance. Based on the estimated value of the shipment, the \$100,000 minimum limit of insurance shall be increased if needed to provide full protection of the cargo on a replacement cost basis. CARRIER shall be solely responsible for any deductible. CARRIER waives all rights CARRIER might have against CAPURRO TRUCKING or Beneficial Owner for loss or damage, except such rights they may have to the proceeds of such insurance.
- e. **EVIDENCE OF INSURANCE.** Prior to commencing the Work, CARRIER shall furnish to CAPURRO TRUCKING valid Certificates of Insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements set forth herein, and required endorsements acceptable to CAPURRO TRUCKING before commencing any work on the project. Acceptance of certificates of insurance by CAPURRO TRUCKING shall in no way limit CARRIER's duties and responsibilities under this Agreement, including the duty to indemnify CAPURRO TRUCKING and Beneficial Owner. Certificates shall provide that there will be no cancellation, reduction or modification of coverage without 30 days prior written notice to CAPURRO TRUCKING. CARRIER shall immediately notify CAPURRO TRUCKING in writing after receiving a notice of cancellation of any insurance policy applicable to this Agreement. Failure of CARRIER to provide timely notice of pending cancellation shall be considered a material breach of contract. If an insurance policy renews lapses or cancels during the period of this Agreement or any extension thereof, CARRIER shall furnish CAPURRO TRUCKING with evidence of placing a renewal or replacement policy prior to the effective expiration or cancellation date. Payment may be withheld or work suspended until withdrawal of cancellation or reinstatement of the canceled policy. Complete copies of policies shall be furnished by CARRIER within ten (10) days after written request from CAPURRO TRUCKING. CAPURRO TRUCKING makes no representation as to the amount of insurance coverage required to protect CARRIER's interests. Failure of CAPURRO TRUCKING to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CAPURRO TRUCKING to identify a deficiency from evidence that is provided shall not be construed as a waiver of CARRIER'S obligation to maintain such insurance. Insurance coverage in the minimum amounts set forth herein shall not relieve CARRIER for liability in excess of such coverage, nor shall it preclude CAPURRO TRUCKING from taking other available actions under any other provision of this Agreement or law. CARRIER shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier. CARRIER's obligations for loss or damage arising out of CARRIER's work are not limited to the types or amounts of insurance set forth above. To the extent CARRIER maintains insurance greater than these minimum requirements; CARRIER agrees that such insurance shall be applicable to any of CARRIER's liability obligations arising out of this Agreement. Payment may be withheld or work suspended, at the option of CAPURRO TRUCKING, until such acceptable certificates and endorsements have been

furnished. Failure to provide acceptable certificates and endorsements shall be considered a material breach of contract. CAPURRO TRUCKING's rights for CARRIER's non-compliance include but are not limited to withholding payment pursuant to section 12, and prohibiting CARRIER from entering the project location until certificates or other evidence that insurance has been placed in strict compliance with these requirements is received and approved by CAPURRO TRUCKING. CARRIER agrees to indemnify CAPURRO TRUCKING for Claims based on the terms of section 7- "Indemnification and Hold Harmless" for any failure to maintain the aforementioned insurance or to properly notify CAPURRO TRUCKING of such failure.

6. Bill of Lading: Freight ready for transit shall be picked up at the designated point of origin by CARRIER at the time specified by CAPURRO TRUCKING, and be delivered to the point of destination by CARRIER as specified by CAPURRO TRUCKING, In the Bill of Lading, or by other shipping documents provided at origin, including the Rate Confirmation If provided on dispatch, which shall be completed upon delivery at point of destination and be deemed "proof of delivery", CARRIER shall provide a completed Bill of Lading or proof of delivery and Rate Confirmation In support of CARRIER's Freight Bill within twenty (20) days of delivery. Each Bill of Lading and Freight Bill shall contain the PRO number (load number) assigned to each shipment by CAPURRO TRUCKING at time of dispatch. Should CARRIER agree to any additional requirements, CARRIER shall satisfy and document the same.
  
7. Indemnification and Hold Harmless: To the fullest extent permitted by law, CARRIER agrees to indemnify, defend, release, protect, and hold harmless CAPURRO TRUCKING and Beneficial Owner and their affiliates, officers, directors, shareholders, employees, agents, successors, and assigns (collectively "Indemnified Parties"), from and against all liability, costs, expenses, and attorney's fees (including such fees incurred in connection with enforcement of this indemnification) (collectively "Claims") when arising or resulting, directly, or indirectly, from any acts or omissions of or breach of this Agreement by CARRIER, its agents, subcontractors, employees, or invitees arising out of this Agreement, regardless of whether such Claims are founded in whole or in part upon alleged negligence of any Indemnified Party. "Claims" include but are not limited to:
  1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons (including employees of each party hereto);
  2. Damage to property of anyone (including employees of each party hereto), including loss of use thereof;
  3. Penalties from violation of any law or regulation caused by CARRIER's action or inaction;
  4. Failure of CARRIER to comply with the Insurance requirements established under this Agreement; and,
  5. Any violation by CARRIER of any law or regulation in any way related to the occupational safety and health of employees.
  6. Causes of action arising from or alleged to arise from section 1- "Services"; section 5-"Insurance";section 8-"Cargo Liability"; section 11-"Carrier Not to Subcontract"; and section 21d "Equipment Interchange."

Such obligations of CARRIER shall extend to any such Claims occurring after this Agreement is terminated and shall continue until any action against the Indemnified Parties is fully and finally barred by applicable laws. CARRIER shall not be obligated to indemnify CAPURRO TRUCKING or Beneficial Owner for Claims directly resulting from the sole negligence or willful misconduct of Indemnified Parties. CARRIER agrees to waive any subrogation rights of recovery against CAPURRO TRUCKING or Beneficial Owner which arise out of or are in any way directly or indirectly related to the performance of CARRIER's services. The work performed by CARRIER shall be at CARRIER's sole and exclusive risk.

8. Cargo Liability: CARRIER shall be liable to and agrees to indemnify CAPURRO TRUCKING for Claims based on the terms of section 7- "Indemnification and Hold Harmless" hereunder to the extent of its Interest and to Beneficial Owner for loss or damage to any property transported under this Agreement as set forth under 49 U.S.C. Section 14706, except that as stated above, no shipment moving under this Agreement shall be for a released value. Such liability for the full actual value of loss and damage to cargo shall begin at the time the cargo is first loaded upon CARRIER's equipment (or its permitted substitute) at point of origin, and continue until said cargo is delivered to the original final destination consignee, or to any intermediate stop-off party. CARRIER's liability shall be for the full value of the damaged or lost item(s). CARRIER's liability

shall not be limited in anyway by limitations or exclusions of coverage in CARRIER's required insurance policies.

9. Freight Charges: CARRIER shall use such forms and keep such records of shipments as CAPURRO TRUCKING shall prescribe. CAPURRO TRUCKING may make shipments in the name of a third party as nominal Consignor. All shipments will be made on prepaid basis with CAPURRO TRUCKING being responsible for all lawful freight charges due CARRIER. CARRIER shall have no lien on any shipment tendered hereunder and agrees to release and waive any Claim against Beneficial Owner, Consignor or Consignee for freight charges, and agrees to seek payment for freight charges from CAPURRO TRUCKING only.
10. Cargo Claims Processing: CARRIER and its insurer shall promptly handle and resolve any Claims, which are submitted by CAPURRO TRUCKING or directly by Beneficial Owner, Consignor or Consignee for loss or damage to any property, which is transported by CARRIER under this Agreement. CARRIER shall resolve those Claims pursuant to the provisions of 49 CFR. 370 et seq., as in effect on January 1, 2006.
11. CARRIER Not to Subcontract: CARRIER shall not broker, subcontract, or assign any portion of their duties to transport the shipments of freight contemplated by this Agreement. Should CARRIER violate this provision, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless CAPURRO TRUCKING and/or CAPURRO TRUCKING's Customers (as defined in section 20) from any and all freight charges claimed to owe directly to the underlying motor carrier. In the event CARRIER fails or refuses to pay its subcontractor, CAPURRO TRUCKING may pay the subcontractor directly without recourse. CARRIER, as receiving CARRIER, expressly agrees that it shall have primary liability and be responsible for, and settle any cargo Claim that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. Section 14706.
12. Payment Terms: CAPURRO TRUCKING agrees to pay CARRIER for the transportation of the commodities moved under this Agreement in accordance with the rate and route requirements as agreed by the parties and confirmed by written Rate Confirmations, or modifications thereto. All shipments will be made on a prepaid basis with CAPURRO TRUCKING solely responsible for CARRIER's lawful freight charges. CARRIER must assign a unique reference number for each movement ordered by Capurro Trucking and must be indicated on the invoice submitted to CAPURRO TRUCKING for payment. Upon receipt of Bill of Lading/Proof of Delivery, Rate Confirmation, and Invoice from CARRIER, CAPURRO TRUCKING will issue payment on net 30 terms.

CAPURRO TRUCKING will also offer a quick pay option to carriers who choose at a discount rate of 3% from Total Freight Charges. The quick pay terms will be within ten (10) days after CAPURRO TRUCKING's receipt of Bill of Lading/Proof of Delivery, Rate Confirmation and Invoice. Check runs are performed once a week on Fridays, therefore; should CAPURRO TRUCKING receive correct documents on Thursday, Friday, or Monday; payment will be sent out on Friday. Should CAPURRO TRUCKING receive correct documents on Tuesday or Wednesday; payment will be sent out on Friday of the following week (observing 10 day terms).

All invoices and any supporting documentation related to freight charges should be emailed to mike@capurrotrucking or sent to CAPURRO TRUCKING at the following address:

Capurro Trucking  
955 Deming Way  
Sparks, NV 89431  
Attn: Accounts Payable

13. Compliance with Laws: CARRIER agrees to comply with all applicable provisions of any foreign, international, federal, provincial, state and/or local law, rule and regulation. Without intending to limit the

generality of the foregoing, CARRIER shall, at CARRIER's expense, comply with all laws, statues, rules and regulations (including obtaining all permits and licenses) which are required for CARRIER to provide the transportation and related services under this Agreement and each Transportation Schedule. CARRIER shall not dump, store, release, dispose or emit (collectively, a "Release") any oil, gasoline, paint or other hazardous substance or pollutant, including fugitive dust, or their containers governed or regulated by any federal, state or municipal law (collectively, "Pollutants"), at, under or in the vicinity of any work site where project work is to be performed. CARRIER shall deal with all Pollutants, including the containing and disposal thereof, in accordance with all applicable Laws at CARRIER's expense. CARRIER shall indemnify, defend and hold harmless CAPURRO TRUCKING and Beneficial Owner for, from and against all claims, actions, proceedings, liabilities, losses, assessments, damages, penalties, fines, fees, expenses, investigations and liens arising out of or in connection with any such Release or violation of any such Laws caused by CARRIER or any of its agents, subcontractors or consultants. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or completion of CARRIER's work. CARRIER shall secure and pay for all permits, fees and licenses necessary for the execution of its work, and upon termination of this Agreement for any reason, CARRIER shall transfer such permits to CAPURRO TRUCKING to the extent permitted by law. CARRIER shall post and give warnings to CAPURRO TRUCKING's employees, other workers, and any occupant or user of the work, of any hazardous substance present, even if lawful and in compliance with this Agreement. CARRIER shall conduct routing inspections of equipment and conditions as necessary to ensure compliance with safety programs and standards and all applicable codes and regulations.

14. Non-Exclusive Dealing: CAPURRO TRUCKING shall have the right to utilize other motor carriers as necessary to ensure prompt and efficient service to its Customers (as defined in section 20). Nothing contained herein or otherwise shall limit CAPURRO TRUCKING's right to hire additional motor carriers from time to time as it sees fit at its sole discretion. CARRIER shall have the right to accept freight tenders from other brokers/forwarders and beneficial owners as it deems appropriate. Nothing contained herein or otherwise shall limit Carrier's right to do so in its sole discretion. CAPURRO TRUCKING does not guarantee, and CARRIER acknowledges and agrees there is no guarantee of any minimum amount or any specific amount of shipments, tonnage, or revenue to SERVICE PROVIDER.
15. Independent Contractor Relationship: The relationship of the CARRIER to CAPURRO TRUCKING shall, at all times, be that of an independent contractor. CAPURRO TRUCKING expressly disavows any agency, partnership or joint venture relationship between CAPURRO TRUCKING and CARRIER. If requested, CARRIER shall expressly confirm in writing to any third party its status as an independent contractor. CARRIER agrees that CARRIER is an independent contractor of CAPURRO TRUCKING and that CARRIER has exclusive control and direction of the work CARRIER performs pursuant to this Agreement. CARRIER agrees to assume full responsibility for the payment of all local, state, federal and provincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related taxes with respect to the persons employed and/or engaged by CARRIER for CARRIER's performance of the transportation and related services under this Agreement, and CARRIER agrees to indemnify CAPURRO TRUCKING and its Beneficial Owner(s) for Claims based on the terms of section 7- "Indemnification and Hold Harmless" therefrom. CARRIER shall provide CAPURRO TRUCKING with CARRIER's Federal Tax ID number and a copy of CARRIER's IRS Form W-9, or any other applicable federal, state or provincial taxation identification documents prior to commencing any transportation or related services under this Agreement.
16. Agreement Supersedes and Joint Drafting: This Agreement supersedes and cancels, as of the effective date hereof, all prior agreements between the parties with respect to the service to be performed hereunder. The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.
17. Governing Law: This Agreement shall be Interpreted In accordance with and governed by the laws of the State

of Nevada to the extent that such laws are not inconsistent with the applicable federal laws or regulations, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The forum in which any disputes arising under this agreement shall be brought in the courts of the State of Nevada. CARRIER waives and relinquishes its right to commence or maintain an action at law or in equity arising out of this Agreement in any place other than the place of business of Contractor in the state of Nevada which is located in the County of Washoe.

18. Entire Agreement and Modifications: This Agreement shall remain in effect for a period of one year from date, and from year-to-year thereafter, subject to the right of either party hereto to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other, provided that upon cancellation, any transaction already in progress shall remain subject to the terms of this Agreement until completed. This Agreement shall be construed in accordance with its plain meaning and shall not be construed for or against any of the parties hereto. Paragraph headings shall be disregarded in construing or interpreting the provisions of this Agreement. If a term, provision, covenant, or condition of this Agreement is held to be void, invalid or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though all such void, invalid or unenforceable terms, provisions, covenants or conditions had not been contained herein. This Agreement is solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, and also supersedes any inconsistent standards of practice in the transportation industry in Washoe County, Nevada. No amendment or supplement to this Agreement shall be effective unless in writing signed by the parties hereto. All exhibits attached hereto are incorporated herein by reference. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right otherwise provided for under the Agreement.
19. Safety: CARRIER warrants that it does not have a motor carrier safety rating of "unsatisfactory" or "unfit" at the time this Agreement is executed. If CARRIER receives a safety rating of less than "satisfactory" or "continue to operate" at any time during the term of this Agreement, CARRIER will immediately notify CAPURRO TRUCKING in writing. CAPURRO TRUCKING reserves the right to terminate this Agreement in the event that CARRIER obtains a safety rating of less than "satisfactory". In addition, if CARRIER is unrated, CARRIER represents and warrants that it will maintain acceptable scores in the Safety Management System implemented by the Federal Motor Carrier Safety Administration. CAPURRO TRUCKING may terminate this Agreement if either such scores or the motor carrier's safety rating are unacceptable to Capurro Trucking. Carriers operating in Canada must have a valid Commercial Vehicle Operator Registration ("CVOR") Certificate during the term of this Agreement.
20. Back Solicitation: CARRIER shall not solicit business from any shipper, consignor, Beneficial Owner, consignee or customer of CAPURRO TRUCKING (collectively defined and referred to as "Customers") where: (1) The availability of such business first became known to CARRIER as a result of CAPURRO TRUCKING'S efforts; or (2) where the traffic of the Customer of CAPURRO TRUCKING was first tendered to CARRIER by CAPURRO TRUCKING. If CARRIER "back-solicits" CAPURRO TRUCKING 's Customers, and/or obtains such business, Capurro Trucking shall be entitled to a commission from CARRIER equal to twenty percent (20%) of the transportation revenue received on the movement of the traffic, as liquidated damages, for a period of fifteen (15) months after the involved traffic first begins to move. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of fifteen (15) months after termination.
21. Equipment Interchange: Specific routes may require the use of Interchanged equipment. In these situations, CAPURRO TRUCKING shall make trailers available for use by CARRIER in further consideration of CARRIER's performance and not in exchange for a per diem consideration. All trailers made available by CAPURRO TRUCKING and interchanged to CARRIER shall be properly licensed and registered. Equipment interchange is subject to the following conditions:

- a. CARRIER shall at their own cost and expense, procure and maintain physical damage insurance for loss or damage in an amount for \$30,000.00 per trailer. The same insurance policy guidelines stated in section 5 "Insurance" of this agreement shall apply for CARRIER's trailer Interchange Insurance.
- b. A Vehicle Inspection Report (VIR) is to be signed by the driver at time of possession of the trailer, identifying the unit number and date of pick up. Such VIR shall constitute as evidence of the good order of the trailer at time of interchange except as may be otherwise indicated on the VIR.
- c. CARRIER shall complete promptly and expeditiously the use for which the trailer has been interchanged and return the trailer to the point at which the Initial Interchange occurred or such other place as may be mutually agreed between the parties. CARRIER shall have complete control and supervision of the trailer from the time it receives the trailer until it returns the trailer to Capurro Trucking, and such trailer shall be operated under its common carrier responsibility, to the public, Capurro Trucking, and to public authority while in its possession.
- d. If any loss or damage occurs to the trailer while in the possession or under the control of CARRIER, CARRIER shall be responsible for all repair(s), loss or damage and shall pay or reimburse and indemnify CAPURRO TRUCKING for Claims based on the terms of section 7 "Indemnification and Hold Harmless. CAPURRO TRUCKING will be the final arbitrator when determining costs associated with damage or loss. In the event of a blowout or total failure of a tire(s), the cost or expense in furnishing a suitable replacement shall be at CARRIER's expense.

IN WITNESS WHEREOF, the Parties hereto have caused this Motor Carrier Agreement to be executed by a duly authorized officer effective as of the date first above written.

**CARRIER:** \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CAPURRO TRUCKING**  
Signed: Clint Capurro  
Title: Owner  
Dated: 10/01/2015