



**Trust Bond: American Alternative Insurance Corp.**

**MC 195360**

**Fed ID: 03-0329398**

**MEMBERSHIPS**

**T I A (Transportation Intermediaries Association)**

**Internet Truck-stop Diamond Broker Member .**

**The National Association of Small Trucking Companies - NASTC Best Broker**

**BANK REFERENCE:**

**Community National Bank**

**Hope Colburn**

**Vice President**

**Commercial Loan Officer/CRA Officer**

**(802)487-3879**

**(802)626-9221 fax**

**[hcolburn@communitynationalbank.com](mailto:hcolburn@communitynationalbank.com)**

**Checking Acct: # 10065016**

**TRADE REFERENCES**

**BOSTON-BUFFALO EXPRESS  
7310 CHESTNUT RIDGE ROAD  
LOCKPORT, NY  
ATTN: AJ  
518-355-5001**

**NFI INTERACTIVE LOGISTICS LL  
CHERRY HILL, NJ 08003  
ATTN: ADRIANNE CAMPBELL  
856-857-1324 EXT 2736  
ADRIANNE.CAMPBELL@NFIINDUSTRIES.COM**

**RAJOR INC.  
PO BOX 1115  
SPRING HILL, TN 37174  
ATTN: DEBBIE  
800-251-1544**

**POWERLINE FREIGHT SYSTEMS, INC  
P.O BOX 417  
CHANDLER, IN 47610  
ATTN: JIM & BRIAN  
812-925-3431**



New Carrier Document Check List

Carrier Name: \_\_\_\_\_

Please provide the following documents. Failure to provide all of the required documents will forfeit your consideration as a carrier for Quest Transportation, Inc.

- \_\_\_\_\_ Carrier Profile
- \_\_\_\_\_ Signed BROKER/CARRIER Contract
- \_\_\_\_\_ W-9
- \_\_\_\_\_ MC Authority
- \_\_\_\_\_ Certificate of Insurance

**\*\*\* Please fax your complete carrier packet to Quest Transportation at (802) 748-0825\*\*\***

Please include our load number on your invoice with a copy of the proof of delivery. Invoices will not be paid without a P.O.D!

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SEND ALL INVOICES and PODS TO: PO Box 247/ Saint Johnsbury, VT 0581,  
[invoices@questtrans.com](mailto:invoices@questtrans.com), or fax to (802) 748-0825. Do you Quick Pay? Send in a completed quick pay form with your invoices, POD and signed rate agreement.

**\*\*POD'S are required to be faxed or emailed within 24 hrs of delivery\*\***



P.O Box 247  
2280 Memorial Drive  
Saint Johnsbury, VT 05819  
Phone: (800) -320-2013  
Fax: (802) 748-0825

*Date:*

*Agents Fax:*

*Attention:* Certificate Department

Transmittal of (1) page including cover sheet

Please send a Certificate of Insurance showing cargo insurance (min 100,000) and auto liability insurance

*Certificate Holder:*

Quest Industries  
2280 Memorial Drive  
P.O Box 247  
Saint Johnsbury, VT 05819  
Fax: (802) 748-0825  
Email: [ksanders@questtrans.com](mailto:ksanders@questtrans.com)  
Attn: Kristen Sanders or Yvonne Curtis



I'm sending you this letter to bring you up to speed on some of the new requirements being implemented at Quest Transportation. Many of our customers have a major initiative to have all of their freight electronically tracked. As such, we have implemented MacroPoint to allow us to meet our customer's needs.

**MacroPoint** works on your driver's existing cell phone and provides automated location updates to both your operations team and ours. MacroPoint benefits:

- **Efficient:** MacroPoint will eliminate the time & cost that you and us currently spend calling drivers and reporting locations to us.
- **Compliant:** This meets our client's new tracking requirements
- **No Cost:** Quest Transportation is paying for this service. You and your driver will not be billed for MacroPoint
- **Simple:** MacroPoint is very easy to setup.

#### Simple Setup for your drivers:

1. Driver receives a text message from MacroPoint to call 855-755-4400 when they are on a load with [Your Company Name]
2. Driver dials 855-755-4400 from their cell phone
3. They press option #1 when prompted.

#### Facts for your Drivers:

1. MacroPoint will **not** use **any** of the drivers data and will not affect the battery in anyway
2. MacroPoint does **not** expose your driver's cell phone number to anyone.
3. MacroPoint is only providing updates while they are on a load for us.
4. Tracking is turned off after the load has been delivered.
5. Driver can remove MacroPoint after the load is complete by re dialing 855-755-4400

I have also provided, below, a contact person at MacroPoint if you wish to reach out to them directly to learn more about the technology.

Tony Higgs  
Operations Manager  
thiggs@questtrans.com  
(802) 748-0820

Thank you for your cooperation



**PO Box 247  
St. Johnsbury, VT 05819-0247**

**Phone 800-320-2013  
Fax 802-748-0825**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Mailing (if different):** \_\_\_\_\_

\_\_\_\_\_ **Name of Contact:** \_\_\_\_\_

**Telephone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Web Site:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **MC#** \_\_\_\_\_

**Do you use Factoring Company:**    Circle One        Y        N

**If so Factor Name:** \_\_\_\_\_

**Factor Address:** \_\_\_\_\_

**Are you Incorporated:**    Circle One        Y        N    **Fed ID** \_\_\_\_\_

\*\*\*\*\*

**Insurance Agency:** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Agent Contact Person:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

\*\*\*\*\*

**Authority:**    circle all that apply    **Contract**    **Common**    **Both**    **Other**

**Quick Pay option available upon delivery with proper documentation**

**4 % Fee to apply. please circle whether you wish to receive Quick Pay**

**YES**

**NO**



P.O Box 247, St. Johnsbury, VT 05819  
Main: (802) 748-9908 Fax: (802) 748-0825

**Quick Pay/ Advance Policy:** There will be a charge for all advances and/or advance settlements (quick-pay & fuel advance) as follows:

- 1. Fee for Fuel Advance is \$25 for a maximum of 40%**
- 2. Fee for an advance settlement (Quick Pay) upon delivery is 4% of the settlement amount.**
  - Quest will need clear copies of the POD, Signed Rate Agreement and Invoice before processing payment.

**Please Check One:**

**Regular Payment Option:** Payment within 30 days from receipt of BOL, Signed Rate Agreement, and Invoice, (original or scanned copies)

**1 Day Payment Option:** Payment in 24 hours from receipt of BOL, Signed Rate Agreement, and Invoice, (original or scanned copies) **\*\*4% Fee\*\***

All payment options require a Signed Proof Of Delivery, free from any notation of loss or damage, and any other documents the customer requires (scale tickets, etc.).

Payments are processed Monday- Friday, no Holidays.

**Acknowledgement of policy:**

Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_



**BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_

\_\_\_\_\_ ("BROKER"), a Registered Property Broker, Lic. No.

MC-\_\_\_\_\_, and \_\_\_\_\_, a Registered Motor Carrier,

Permit/Certificate No. DOT \_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

**1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.  
(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory

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requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

(ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Sub p. 3. D.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKERS customer because of CARRIER's use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided

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CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 60 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

### 3. CARRIER RESPONSIBILITIES:

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

#### C. **LOSS & DAMAGE CLAIMS:**

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Sub p. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Sub p. ii above shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.

D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,00.00, (\$5,000.000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

#### 4. **MISCELLANEOUS:**

A. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

B. **NON-EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. **WAIVER OF PROVISIONS:**

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. **DISPUTES:** In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): \_\_\_ Transportation Arbitration and Mediation PLLC (TAM), \_\_\_ American Arbitration Association (AAA), \_\_\_ Transportation ADR Council, Inc. (ADR), \_\_\_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted

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outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, DRC or TAM nearest \_\_\_\_\_ or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of \_\_\_\_\_ shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(i) (OPTIONAL): (BROKER INITIAL \_\_\_\_\_; CARRIER INITIAL \_\_\_\_\_) Subject to the time limitation set forth in Sub p. D above, for disputes where the amount in controversy exceeds \$ \_\_\_\_\_, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(ii) (OPTIONAL)(BROKER INITIAL \_\_\_\_\_; CARRIER INITIAL \_\_\_\_\_) Subject to the time limitation set forth in Sub p. D above, for disputes where the amount in controversy does not exceed \$ \_\_\_\_\_, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of \_\_\_\_\_.

**E. NO BACK SOLICITATION:**

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(OPTIONAL)

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 20 percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

**F. CONFIDENTIALITY:**

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

Initials \_\_\_\_\_

H. **MODIFICATION OF AGREEMENT:** This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. **NOTICES:**

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. **SEVERANCE: SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

**IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.**

**(BROKER)**

**(CARRIER)- MUST SIGN**

**By:** Quest Industries Inc./ Quest Transportation

**By:**

**Print:**

**Print:**

**Title:**

**Title:**

**Address:** 2280 Memorial Drive, PO Box 247

**Address:**

Saint Johnsbury, VT 05819

Phone: (802) 748-4155

**Phone:**

Initials \_\_\_\_\_



ADDENDUM TO BROKER CARRIER AGREEMENT BETWEEN \_\_\_\_\_(BROKER) AND  
\_\_\_\_\_(CARRIER) DATED \_\_\_\_\_.

**CERTIFICATION**

By signing this Addendum, CARRIER certifies that it is aware of the California Air Resource Board (ARB) regulations and warrants its compliance with the requirements of those regulations. To the extent that any shipments subject to this BROKER CARRIER AGREEMENT are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Certification are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) , and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

All other warranties, terms and conditions of the BROKER CARRIER AGREEMENT shall remain unchanged. CARRIER represents that CARRIER has authorized the person signing this Addendum/CERTIFICATION to sign on its behalf.

**AUTHORIZED Signature:**

\_\_\_\_\_

(Signed)

(Printed)

**Date:** \_\_\_\_\_

**Engine Model Year:** \_\_\_\_\_

**License Plate number:** \_\_\_\_\_

PM filter information (serial #, install date, installer, etc.): \_\_\_\_\_

INTERSTATE COMMERCE COMMISSION

DECISION

SERVICE UNIT

MAY 21 1993

MC 195360  
JEFFREY L. MOORE  
DBA QUEST TRANSPORTATION SERVICES  
ST. JOHNSBURY, VT

Reentitled

QUEST INDUSTRIES, INC.  
ST. JOHNSBURY, VT

Decided May 18, 1993

On May 13, 1993, applicant filed  
a request to have the Commission's records changed to reflect a  
name change.

It is ordered:

The Commission's records are amended to reflect the  
carrier's name as

QUEST INDUSTRIES, INC.

If it has not already done so, the carrier must amend (1)  
its insurance coverage for the protection of the public, (2) its  
designation of agents upon whom process may be served, and (3)  
its tariffs of schedules to reflect the new name.

By the Commission.

Sidney L. Strickland, Jr.  
Secretary

(SEAL)

INTERSTATE COMMERCE COMMISSION

LICENSE

SERVICE DATE

No. MC 195360

DEC 21 1987

JEFFREY L. MOORE  
d/h/a QUEST TRANSPORTATION SERVICES  
ST. JOHNSBURY, VT

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,  
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 195360

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

No. MC 195360

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.



According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St., SW, Washington, D.C. 20590.

B.M.C. 84  
(10/98)

Approved by OMB  
2125-0570

Filer FHWA  
ACCOUNT NO 28318

License No.  
MC- 195360

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Quest Industries Inc  
(Name of Property Broker)

of 2280 Memorial Dr. Saint Johnsbury. VT 05818  
(Street) (City) (State) (ZIP Code)

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company a corporation,  
(Name of Surety)

or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and

existing under the laws of the State of Arizona (hereinafter called Surety) are held and  
(State or District of Columbia)

firmly bound unto the United States of America in the sum of \$75,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 28th day of March, 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 28th day  
of March, 2013.

**PRINCIPAL**

Name: Quest Industries Inc

By *Jeffery A. Moore*  
Jeffery A. Moore, President

Witness: *Vernica Rolland*

**SURETY**

Name: Southwest Marine and General Insurance Company

By *Chia Delsonino*

Lisa Galeoni, Attorney-in-Fact

Witness: *Magdalena Toto*

