



## New Carrier Setup Packet

Dear Valued Carrier,  
Thank you for your interest in iHafik Freight Logistics, LLC.  
In order to qualify you we will need the following documents:

- ✓ *Signed Broker–Carrier Agreement – make sure to fill out and sign completely.*
- ✓ *Completed W–9 – a blank W–9 has been included for your convenience (if needed)*
- ✓ *Worker’s Compensation Insurance Copy*
- ✓ *Copy of MC Authority Document*
- ✓ *New Carrier Profile (attached)*
- ✓ *Safety Rating Documentation( if available)*
- ✓ *Certificate of Insurance faxed to 813-906-1581 directly from your Insurance company with Certificate holder listed as:*

***IHAFIK FREIGHT LOGISTICS, LLC.  
PO BOX 1220  
OLDSMAR, FLORIDA 34677***

*\*\$1,000,000 Auto Liability and \$100,000 Cargo Insurance is REQUIRED – no exceptions.*

*\*Trailer Interchange is Required Minimum \$30,000/Refer Breakdown.*

For your convenience, we offer several options for sending the necessary Documentation: upload, email, fax, or mail.

We look forward to working with you!



P. O. Box 1220 Oldsmar, Florida 34677  
Telephone 800-471-6015  
Facsimile 813-906-1581  
Website: [iHafiklogistics.com](http://iHafiklogistics.com)  
Email: [info@ihafiklogistics.com](mailto:info@ihafiklogistics.com)

## New Carrier Profile

SCAC CODE \_\_\_\_\_

MC# \_\_\_\_\_

US DOT# \_\_\_\_\_

FEDERAL ID# \_\_\_\_\_

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

DBA: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner/President/Principal: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

After hours number: \_\_\_\_\_

Are you ELD compliant? \_\_\_\_\_ YES \_\_\_\_\_ NO

If no projected compliance date \_\_\_\_\_

Are you Smart Way certified? \_\_\_\_\_ YES \_\_\_\_\_ NO

Do you have EDI capability? \_\_\_\_\_ YES \_\_\_\_\_ NO

Do you have HAZMAT Certification? \_\_\_\_\_ YES \_\_\_\_\_ NO

Insurance Company: \_\_\_\_\_

Insurance Agent Name: \_\_\_\_\_

Insurance Phone \_\_\_\_\_

Insurance Fax \_\_\_\_\_

Please fill out the attached equipment and service list so that we may better serve your company.

Please list preferred areas for operation: \_\_\_\_\_

List other services provided by your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Units \_\_\_\_\_

Number of Trailers \_\_\_\_\_

How many teams do you run \_\_\_\_\_

How many Tractors \_\_\_\_\_

How many Trailers \_\_\_\_\_

List numbers of Trailers by Type:

V53' \_\_\_\_\_ V48' \_\_\_\_\_ FB \_\_\_\_\_ R53' \_\_\_\_\_

Please ( ✓ ) all services that apply

Hazmat Team \_\_\_\_\_ Power Only \_\_\_\_\_ Drop Trailer \_\_\_\_\_

Canada/Mexico \_\_\_\_\_ Pallet Exchange \_\_\_\_\_ LTL Drayage \_\_\_\_\_

Bulkhead \_\_\_\_\_ Bonded \_\_\_\_\_ Liquor License \_\_\_\_\_

Trailer Interchange \_\_\_\_\_ Blanket Wrap \_\_\_\_\_

Geographic Service Area \_\_\_\_\_

This information will be used to help us determine future opportunities that may exist based on the services your company provides. If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below Receivable/ Factoring

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

Receivable Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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



### **DOT/FMCSA Safety Compliance**

As a condition of contracting with iHafik Freight Logistics LLC. to transport freight for its shipper customers, you are required to provide assurance of your compliance with DOT and FMCSA safety regulations including, but not limited to 49 C.F.R. parts 382-396. The purpose of this letter is to specifically request your written confirmation that you are, and will continue to operate, in compliance with all safety requirements of U.S. DOT and FMCSA during the term of your agreement with iHafik Freight Logistics, LLC.

DOT and FMCSA safety compliance includes, but not limited to, carriers following a written safety plan which address the following:

1. No drivers are currently employed or will be employed who:
  - a. Have more than three moving violations in the past twenty-four months period.
  - b. Have been cited for causing a fatal accident.
  - c. Have violated or violate any drug or alcohol testing regulation.

Carrier compliance with:

- a. Inspection, repair, and maintenance file on all equipment showing compliance with federal regulations.
- b. Carrier must not have a FMCSA Safety rating of "Unsatisfactory" or "Conditional" and agrees to notify iHafik Freight Logistics LLC. immediately if carrier's safety rating changes to "Unsatisfactory" or "Conditional".

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



## Workman's Compensation Certificate of Election

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of \_\_\_\_\_ . The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors.

Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

### AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

### PERIOD

The period of this agreement is: \_\_\_\_\_ to \_\_\_\_\_

### CARRIER

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

MC Number: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## BROKER / CARRIER AGREEMENT

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ (hereinafter referred to as "Carrier") and **iHafik Freight Logistics LLC.**, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. **MC# 1026717**. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1. **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3. **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4. **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the 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 reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

- 1.5. **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.
2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).
3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation..
  - 3.1. **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.
4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability



insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must

provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6. **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defence, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify

Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49

C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1. **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defence of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1. **Safety Rating.** Carrier shall endeavour to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

10. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During

this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. **Nonsolicitation of Customers.** During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.
12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

BROKER \_\_\_\_\_

CARRIER \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



P. O. Box 1220 Oldsmar, Florida 34677

Telephone 800-471-6015

Facsimile 813-906-1581

Website: [iHafiklogistics.com](http://iHafiklogistics.com)

Email: [info@ihafiklogistics.com](mailto:info@ihafiklogistics.com)

## TRAILER INTERCHANGE AGREEMENT

THIS AGREEMENT is entered into by and between **iHafik Freight Logistics LLC. MC# 1026717**, a licensed Freight Broker ("Broker") 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 \$20,000.00. (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 \$250,000.00. (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 Georgia 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: \_\_\_\_\_

Printed: \_\_\_\_\_ Broker/Title: \_\_\_\_\_



P. O. Box 1220 Oldsmar, Florida 34677  
Telephone 800-471-6015  
Facsimile 813-906-1581  
Website: [iHafiklogistics.com](http://iHafiklogistics.com)  
Email: [info@ihafiklogistics.com](mailto:info@ihafiklogistics.com)

### Letter Of Indemnification

I \_\_\_\_\_ do hereby proclaim, that in the event of a claim arising out of damage, temperature variation from required, or other circumstances, where carrier is listed at fault and the insurer denies the claim and refuses to pay, We the Carrier/company \_\_\_\_\_ will assume total responsibility and pay said claim for load.

Signed the day of \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

Signature/Title \_\_\_\_\_





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Website: [iHafiklogistics.com](http://iHafiklogistics.com)  
Email: [info@ihafiklogistics.com](mailto:info@ihafiklogistics.com)

**BROKER: iHAFIK FREIGHT LOGISTICS LLC.  
ACH TRANSACTION**

**Carrier Name:** \_\_\_\_\_ **Carrier MC#** \_\_\_\_\_

**Select one or more of the following:** (if more than one payment method, indicate primary and alternate)

\_\_\_ **1. ACH electronic direct deposit**

\_\_\_ **2. Bank wire**

Name of Bank: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Phone #: \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank Account # \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Address: \_\_\_\_\_

Account Phone#: \_\_\_\_\_

Account FED ID#: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Saving

I hereby authorize \_\_\_\_\_ Factoring Company to Debit/Credit the account and financial institution named on this form. Furthermore, this

authorization will remain in effect until all Carrier obligation have been met and written notification has been given to \_\_\_\_\_ Factoring company canceling this authorization.

**Carrier Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_