



Mulino Trading Group LLC welcomes your interest in becoming an approved carrier. To set up and maintain approval as a carrier, please provide the following documents.

1. Copy of Carrier's Active Operating Authority (Both sides if applicable)
2. Signed Broker-Carrier Agreement (enclosed)
3. Valid insurance certificate listing Mulino Trading LLC DBA Mulino Trading Group LLC a certificate holder showing current coverage with minimum amount of \$100,000 Cargo/Contingent Cargo coverage and \$1,000,000 – Commercial General Liability. Certificate holder should read and be send as follows:

Mulino Trading, LLC

DBA: Mulino Trading Group, LLC

PO BOX 1419

Molalla, OR 97038

Certificates may be emailed to: info@mulinotrading.com

4. The Federal ID Number or Social Security number in the form of a completed W-9 or W-8
5. The Standard Carrier Alpha Code (SCAC) # (If applicable)
6. Payment Terms
7. Carrier Profile

Note: Freight will not be offered until information is submitted and entered into Broker Database

If you have any questions, comments, or concerns, please do not hesitate to ask. Use the agent's email or call us at (503) 786-8000.



This Broker- Carrier Agreement (“Agreement”) is made and entered into this ____ day of ____ 20____ (the “effective date”) by and between Mulino Trading LLC, (“Broker”) a Oregon limited liability company, operating pursuant to MC-776358 and _____ (“Carrier”) operating pursuant to MC-_____ DOT-_____. Collectively referred to as the “parties”, in consideration of the mutual promises herein contained and with intent legally be bind hereby mutually agree as follows:

Recitals

(a) BROKER, is registered as a Transportation Property Broker, licensed by the FMCSA (Federal Motor Carrier Safety Administration). Broker has authority to engage in “Brokerage or brokerage service”, on behalf of various shippers, consignors, consignee or 3rd party logistic companies (hereinafter called BROKER’s (its) customers). BROKER may also arrange transportation of freight (except household goods) by any motor carrier on behalf of a motor carrier for compensation. BROKER, desires to use transportation service from time to time from the CARRIER on non-exclusive basis, and subject to the terms and conditions of this agreement.

(b) CARRIER, is registered Motor Carrier, as defined in 49 U.S.C Section 14101 (a), desires to engage in actual transportation, as a common or contract motor carrier of property under contract carriage with BROKER.

1. DEFINITIONS

1.1 **Commercial Shipper:** any person who is named as the consignor or consignee in a bill of lading contract who is not necessarily the owner of the goods being transported, but who assumes responsibility for payment of the transportation and other tariff charges for the account of the beneficial owner of the goods.

1.2 **Consignee:** person or company named in a bill of lading as the receiver of product transported.

1.3 **Consignor:** person or company named in a bill of lading as the person from whom the carrier receives product for shipment. 49 U.S.C § 80101(2)

1.4 **Carrier,** means as defined in 49 U.S.C §13102(3)

1.5 **Motor Carrier,** incorporated as defined in 49 U.S.C §13102(14)

1.6 **Delivering Carrier,** means the carrier that physically transported the freight.

1.7 **Broker,** incorporated as defined in 49 U.S.C §13102(2); 49 C.F.R §371.2(d)

1.8 **Registered,** means operating under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S Department of Transportation.

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1.9 **Delivered**, means the shipment is off-loaded from the Carrier's Equipment at the designated consignee address and the bill of lading or delivery receipt has been signed by the consignee.

1.10 **Brokerage of brokerage service**, incorporated as defined in 49 C.F.R §371.2C.

2. COMPLIANCE WITH LAW

2.1 The parties agree that for all services by CARRIER, as a for hire motor carrier of property in United States in interstate or foreign commerce is and shall be rendered as Contract Carriage as defined by 49 U.S.C §§ 13102(4)(B) and 14101(b).

2.2 BROKER and CARRIER understand the Agreement does not bind respective parties to mutually exclusive services to each other. BROKER may enter not similar agreements with other carriers, and CARRIER may enter into similar contract carriage agreement with other brokers and /or shippers.

3. TERM

3.1 This Agreement shall remain in full force and effect for a one (1) year period beginning on the date first written above and continuing thereafter on a year to year basis. Notwithstanding the foregoing, either Party has the right to terminate its participation in these terms and related documents at any time, with or without cause, by providing prior notice to the other Party at least (30) thirty calendar days in advance of the proposed termination date in writing.

4. PARTIES' RELATIONSHIP

4.1 The CARRIER agrees that the BROKER, on behalf of the BROKER'S Customers, as a payer, solely is accepting payment of freight charges, and has the right to control or direct only the result of the work performed by CARRIER under this Agreement, and under its own operating authority shall arrange for the transportation of the shipper's freight by CARRIER.

4.2 Under this Agreement, CARRIER shall agree to operate or perform the services as Independent Contractor. Therefore, CARRIER shall transport property under its own operating authority.

4.3 No term of the Agreement or any act or omission of either Party shall construed for any purpose to express or imply a Joint Venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. BROKER has no right to discipline or direct the performance of any driver/ad or employee, contractor, subcontractor, or agent of the CARRIER.

4.4 All CARRIER'S drivers and employees shall be and are subject to the exclusive direction, control, and supervision of CARRIER and not BROKER. In order to satisfy shipping requirements of BROKER'S customers and/or the contractual service obligations of BROKER, any information furnished by BROKER to CARRIER verbally or in writing including, but not limited to, routes, pick-up, delivery dates, times special handling requirements, bracing and clocking requirements, dimensions, and weights are provided for informational purposes only.

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4.5 The CARRIER assumes full responsibility for the performance of its drivers and employees hereunder. The method and manner of performance of the requirements under this Agreement are the sole responsibility and control of CARRIER.

5. CARRIERS OPERATIONS

5.1 In order to satisfy shipping requirements of BROKER'S customers and/or the contractual service obligations of BROKER, the CARRIER will assume full responsibility for the performance of its drivers hereunder.

5.2 CARRIER agrees that by accepting any shipments from BROKER that it is the sole responsibility of the CARRIER to ensure that it can meet all pickup and delivery appointments scheduled on each shipment tendered to it while complying with all hours of service regulations contain at 49 C.F.R § 395, and not violate these regulations.

5.3 CARRIER shall agree to contact BROKER at least two (2) hours in advance, if shipment cannot be picked up on the schedule time or if the CARRIER will be late for delivery. CARRIER shall agree to contact BROKER immediately if any problem while cargo in transit or upon delivery to Consignee.

5.4 CARRIER shall furnish vehicles, equipment and accessories in good mechanical condition and appearance as represented to BROKER.

6. BILLS OF LADING

6.1 Each shipment hereunder shall be evidenced by bills of lading. BROKER and CARRIER agree to expressly waive the CARRIER'S rights of uniform bill of lading to collect freight payments directly from the shipper, consignor, consignee or BROKER'S customers, unless specified in this Agreement.

6.2 CARRIER shall sign a bill of lading or other shipping document(s). Failure by CARRIER to sign a bill of lading or other shipping document(s) or acknowledge receipt of the shipment shall not affect the liability of CARRIER and the applicability of the terms of the bill of lading.

7. RECEIPTS

7.1 Upon delivery of each shipment of the designation specified on bill of lading or other shipping document(s) to reflect the fact of shipment delivered, CARRIER shall obtain a signature on a bill of lading or other shipping document(s) from the consignee or its agent showing the kind of quality of product delivered, and any damages, overages, or shortages if any. CARRIER shall notify BROKER of any such damages, overages or shortages via phone immediately while at consignee's dock.

8. FILING and HANDLING of CLAIMS

8.1 All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the FMCSA as published in 49 C.F.R Part 1005.

8.2 Claims for cargo loss, damage, or delivery delay, within the scope of delivery services shall be handled directly between Carrier and the Broker. Failure of CARRIER to pay, decline or offer settlement shall be deemed an admission by CARRIER of full liability for the amount claimed and shall constitute a

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material breach of this CONTRACT. Broker reserves the right to withhold payment of any money due for services rendered by BROKER where claim liability is disputed.

8.3 CARRIER shall promptly handle and attempt, in good faith, to resolve any claim, which has been submitted by shipper, consignor, consignee, or BROKER'S customers.

8.4 BROKER may set off any claimed amounts hereunder from any freight charges due and owing to CARRIER. In no event shall any limitation of liability apply to CARRIER'S liability under this provision. Any provision in any bill of lading, tariff, or Load/Rate Confirmation sheet to the contrary shall be null, void, and supersede by the provisions of this Agreement.

9. CARGO LIABILITY

9.1 BROKER assumes no liability for loss, damage, or delivery delay, to the properties transported by CARRIER under the Agreement.

10. PAYMENT

10.1 CARRIER agrees the BROKER shall pay CARRIER on behalf of BROKER'S customers, for transportation services provided pursuant to the Agreement upon receipt of the payment for same.

10.2 BROKER solely shall pay CARRIER on BROKER'S customer(s) behalf, for CARRIER'S services within 30 (thirty) days of receipt of required Billing documentation.

10.3 Original Paperwork shall be received by BROKER within 07 (seven) days from recommended day of delivery (stated in Load/Rate Confirmation). Failure to provide proper documentation will result in non-payment of invoices.

10.4 CARRIER agrees to look solely to BROKER for payment for any services rendered hereunder.

10.5 CARRIER, in any event shall not contact the consignor, consignee, or BROKER'S customer(s) regarding payment of freight-bills without the prior express written consent of the BROKER.

10.6 CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER'S invoices, and under no circumstance, CARRIER will seek payment from the shipper, consignor, consignee or BROKER'S customer(s). Payment of the freight charges to BROKER shall relieve consignor, consignee or BROKER'S customer(s) of any liability to the CARRIER for non-payment of charges. CARRIER shall not seek payment from consignor, consignee, or BROKER'S customer(s).

10.7 BROKER shall pay to CARRIER only the amount shown on the Load/Rate Confirmation, which is negotiated and sent by fax or email to CARRIER for each lawful Shipment transported by CARRIER.

NOTE: Any exception(s) noted on the bill of lading or proof of delivery may delay payment to CARRIER while BROKER awaits information from BROKER'S customers and from CARRIER as to the nature of the exception(s).

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10.8 CARRIER agrees to give fifteen (15) business days advance written notice to BROKER before filing any claim(s) against BROKER, and such notice shall be by USPS.

10.9 BROKER shall maintain a surety bond or trust fund agreement as required by the FMCSA for \$75,000.

11. PRICING DISPUTES

11.1 If CARRIER alleges underpayment of applicable freight rates and charges by BROKER, or if BROKER alleges overcharges, over collection or receipt of duplicate payments by CARRIER, notice of such claims must be given by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of the involved shipment(s) by CARRIER. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R Part 378 as if the effective date of these terms.

12. LIEN PROHIBITED and LIABILITY

12.1 CARRIER shall not withhold for lien any lawful shipment or cargo transported by CARRIER under the Agreement on account of any alleged failure of BROKER to pay any charges to CARRIER under this Agreement or on account of any dispute as to the charges alleged by CARRIER to be owed it by BROKER under this Agreement.

12.2 CARRIER will not hold any shipment of cargo hostage for any reason whatsoever. As law states, in a hostage situation, the amount of payment cannot exceed the agreed upon rate as stated in the Rate/Load Confirmation signed by both the BROKER and CARRIER. If deemed that the situation has caused loss of future revenue for the BROKER, for an invalid reason, BROKER can bring charges for an amount to be determined. (amounts based on shipper contracts and previous business).

12.3 When CARRIER signs the Rate/Load Confirmation and does not perform service, BROKER can claim a minimum of \$250.00 for losses due to substitution of carrier or loss of shipper contract, either by the load or future business.

13. INDEMNITY OBLIGATION

13.1 CARRIER shall agree to defend, indemnify and hold BROKER, consignor, consignee, and BROKER'S customer(s) harmless from all damages, claims, or losses arising out of its performance of this Agreement, including: cargo, loss and damage, theft, delay, damage, to property, and personal injury, death, including without limitation, costs expenses and reasonable attorney fees.

14. BACK SOLICITATION BY CARRIER OR ACCOUNT PROTECTION

14.1 CARRIER understands and agrees that BROKER has put forth substantial effort to develop its accounts and to secure the good will of its customers. Neither CARRIER not a related or unrelated

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person or entity acting on CARRIER'S behalf, shall solicit freight from the shipper or consignee for a period of twelve (12) months from the time of the first transportation movement.

14.2 If CARRIER breaches this and "back-solicits" BROKER'S customers, and/or obtains freight from such customer, CARRIER agrees to pay to BROKER a commission of 20% of the gross transportation revenue, for all freight movements during said time and as can be determined by voluntary information furnished from both shipper and carrier. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of twelve (12) months after date of termination.

14.3 CARRIER further agrees as part of consideration for this Contract that it will treat all matters relating to the business of BROKER, or its customers, as confidential business information entrusted to CARRIER solely for its use in performing services under this Contract. Such information will not be disclosed in any way to any person except as is necessary for CARRIER to perform its obligations under this Contract. The provisions of this Section 14 shall survive termination of this contract.

15. DOUBLE BROKERAGE AND SUBCONTRACTING

15.1 Parties agrees that Brokerage or brokerage service can be performed on behalf of a motor carrier, consignor, or consignee, as defined in 49 C.F.R §371.2(C). Therefore, CARRIER shall not subcontract, re-broker, assign, interline, or otherwise delegate to another motor carrier any obligation to transport lawful shipments under this Agreement without prior written consent of BROKER.

15.2 Any breach of provision of section 15.1, entitles BROKER to pay the monies owed for transportation directly to the delivering carrier. Upon BROKER'S payment to the delivering carrier, CARRIER shall not be released from any liability to the BROKER under this Agreement. In addition to the indemnity obligation above, CARRIER shall be liable for consequential damages for violation of this section. This action will terminate agreement with CARRIER for any further freight offerings.

15.3 CARRIER remains fully responsible and liable for shipment currently moving under the terms of this Agreement.

16. INSURANCE

16.1 CARRIER shall furnish BROKER with Certificate(s) of Insurance; financial responsibility 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; commercial auto or commercial motor vehicle insurance (including hired and non-owned vehicles) 1,000,000.00, 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 and financial responsibility 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 CARRIER'S liability due to any exclusion or deductible of any insurance policy or to limit CARRIER'S liability for contribution and/or indemnification and defense of the BROKER. A MCS-90 endorsement will be part of any insurance policy obtained by CARRIER, and all proper filings, including but not limited to the BMC-90 will be made with the applicable federal and state agencies.

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16.2 As regard to cargo coverage, the coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage in an amount not less than \$100,000 per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached trailers, theft, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the CARRIER will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Furthermore, if the commodity being hauled is on a flatbed or similar open conveyance, that there is no exclusion for wetness, rust, corrosion or moisture.

16.3 Coverage must be written with a CARRIER rated A- or better as rated by AM Best Company

17. SEVERABILITY

17.1 If any part of this Agreement is determined by competent public or court to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid or unenforceable provision shall be severed form the Agreement. However, such determination shall not in any way affect the validity of any other provisions of this Agreement.

18. FORCE MAJEURE

18.1 In the event that fire, flood, other natural disaster, war, embargo, riot, or civil disobedience prevents the performance of either BROKER or CARRIER'S obligations under this agreement, that party shall not be liable to the other party for such failure to perform.

19. DISPUTES

19.1 If legal proceedings do occur, for any reason, the court to be used will be in Clackamas County in the State of Oregon.

20. NOTICES

20.1 Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

(BROKER)
Mulino Trading, LLC
PO Box 1419
Molalla, Oregon 97038

(CARRIER)
Attn: _____

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Addendums TO BROKER CARRIER TRANSPORTATION AGREEMENT BEFORE YOU SIGN LOAD/RATE
CONFIRMATION SHEET READ BELOW

- A. CARRIER agrees to pick up and deliver freight according to rate/load confirmation agreement. Missed appointments without two hours prior notice to BROKER will result in deduction of revenue or not less than \$250 USD.
- B. When CARRIER is late for a scheduled appointment detention/demurrage pay is voided.
- C. Demurrage rates/details to be determined per incident. Unloading/loading/lumper fees must be approved in advance.
- D. Double brokering or transporting freight by different carrier may result in forfeiture of pay.
- E. Changes in commodity, points of pick up, delivery or changes in routing must be in writing and confirmed by BROKER and CARRIER to amend the load/rate confirmation.
- F. Driver must call Dispatcher when loaded and unloaded.

NOTE: CARRIER assumes full responsibility to ensure that the party signing this contract is an authorized representative if the company.

IN WITNESS WHEREOF, CARRIER AND BROKER have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

BROKER

Mulino Trading LLC/d/b/a Mulino Trading Group

Legal Name

Authorized Signature

Joseph Herrera

Printed Name

President

Title

209 Marson Court Molalla, Or 97038

Company Address

(503) 786-8000 (503) 786-8005

Phone Fax

Support@mulinotrading.com

Email

CARRIER

Legal Name

Authorized Signature

Printed Name

Title

Company Address

Phone Fax

Email

Initials _____



Legal Company Name: _____ MC# _____

DBA: _____ US DOT # _____

Remittance Address: _____ Suite: _____

City: _____ State: _____ Zip code: _____

Net 30 (0% Charge)

Net 15 (3% Charge)

Quick Pay (5% Charge)

Factored

Name of Factoring Company: _____

Please sign below to confirm your payment terms (Carrier Signature Required)

Signature: _____

Printed Name: _____



Legal Company Name: _____ MC# _____

DBA: _____ US DOT # _____

Physical Address: _____ Suite: _____

City: _____ State: _____ Zip code: _____

Remittance Address: _____ Suite: _____

City: _____ State: _____ Zip code: _____

FID#: _____ SCAC: _____ Twic:Y [] N [] Hazmat:Y [] N [] Team:Y [] N []

Equipment: Vans [] Refers [] Flats [] Steps [] Double Drops [] RGNS []

Factored [] Name of Factoring Company: _____

Accounts Receivable

Accounts Receivable Contact: _____

A/R Email: _____

A/R Phone: _____ A/R Fax: _____

Dispatch

Dispatch Contact: _____

Dispatch Phone: _____ Dispatch Fax: _____

Dispatch Email: _____

After Hours

After Hours Contact: _____ Phone: _____

Insurance

Insurance Agent: _____ Phone: _____