BROKER - CARRIER AGREEMENT

The carrier agreement (the “Agreement”) is entered into this \_\_\_ day of 20\_\_\_, by and between

**DRT Transportation, LLC** (“BROKER”), a Registered Intermediary, as provided on the *Commission des transports du Québec*’s list of transport service intermediaries under number 5-C-30873-I [and a Property Broker registered with the FMCSA under USDOT\_\_\_\_\_\_/MC-Number\_\_\_\_\_\_] (“Broker Authorit[y/ies]”); and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“CARRIER”), a Carrier registered as an Owner [,/and] Operator, [and Motor Carrier] under the *Commission des transports du Québec*’s Register Identification Number (NIR) \_\_\_\_ [and Permit/Certificate USDOT\_\_\_\_\_\_ /MC-Number\_\_\_\_\_\_\_\_\_] (“Operating Authorit[y/ies]”);

(BROKER and CARRIER collectively referred to as the “Parties”).

# CARRIER REPRESENTS AND WARRANTS THAT IT:

## Is a registered carrier authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.

## Shall transport the property, under its own Operating Authorit[y/ies] and subject to the terms of this Agreement;

## Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

## Agrees that a shipper’s insertion of BROKER’s name as the operator or carrier on a bill of lading shall be for the shipper’s convenience only and shall not change BROKER’s status as an intermediary and/or property broker nor CARRIER’s status as an operator and/or motor carrier. CARRIER acknowledges that BROKER is not a motor carrier, as provided for at Section 2.G, and that BROKER assumes no motor carrier responsibility for cargo loss and/or damage.

## 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. Unless prior written consent is given by BROKER, CARRIER will be liable for all damages caused by such other party as if CARRIER had been the delivering carrier. If CARRIER breaches this provision, among all other remedies, 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 or otherwise. In addition to the indemnity obligation in Par. 1.G, CARRIER will be liable for consequential damages for violation of this provision.

## (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial and local laws relating to the provision of its services. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all hiring, contracting, management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and/or provincial legal and regulatory requirements to ensure the safe operation of CARRIER’s 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, BROKER’s customer or any other person with respect to any shipment at any time. Prior to any shipment, CARRIER shall inform and advise BROKER on industry best practices to perform safe and legal operations in such situations.

## CARRIER shall defend, indemnify and hold BROKER, its officer, directors, shareholders, agents, employees and its shipper customers harmless from any claims, actions or damages, arising out directly or indirectly 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 breach of duty of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

## Does not have an “Unsatisfactory“ safety rating issued by the *Commission des transports du Québec* [and/or the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation] **[NTD: to be included only if business is held in the United States.]**, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional” or if there is a proposition of modification of its safety rating.

## Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly. Accordingly, CARRIER waives all rights on all shipments, including carrier’s and/or warehouseman’s lien, if applicable.

## 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. **[NTD: to be included if transportation takes place in the State of California.]**

# BROKER RESPONSIBILITIES:

## SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least one (1) 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. 3.C(v) below, of which BROKER has been timely notified.

## BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for the amount mutually agreed in writing contained in BROKER’s Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or less than truckload (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 by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

## 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.

## 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 \_\_45\_\_ days of receipt of the bill of lading or proof of delivery, provided 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, consignor, or third parties, if they can prove payment to BROKER. In such circumstances, CARRIER agrees that shipper, consignees, consignor, and/or third parties are entirely exonerated from any payment to CARRIER.

## BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of $100,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency. **[NTD: to be included only if business is held in the United States.]**

## BROKER will notify CARRIER immediately if its Broker Authorit[y/ies] [is/are] revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership.

## BROKER’s responsibility is limited to arranging transportation or providing related services, such as, but not limited to, warehousing and any other kind of logistics services, but not actually performing, transportation of a shipper’s freight.

# CARRIER RESPONSIBILITIES:

## EQUIPEMENT: Subject to its representations and warranties in Par. 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by BROKER for its customers. CARRIER shall maintain at all time the equipment in compliance with the applicable regulations. All costs incurred to this end are at the expense of CARRIER. CARRIER shall ensure that the equipment is at all time clean and in a good appearance. In the event of a mechanical damage affecting the equipment belonging to CARRIER, and used by the latter for the purpose of the delivery provided by this Agreement, and that such damage renders the equipment unavailable for the purposes of the delivery by CARRIER provided by this Agreement, CARRIER undertakes to provide another similar equipment so that the delivery is in no way affected by such damage.CARRIER will not supply equipment that has been used to transport Hazardous Material wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. **[NTD: to be included if the transportation takes place in the United States.]** CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

## BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper, CARRIER or any person, in compliance with the applicable regulation for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully liable for the freight when it receives the property into its charge 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 such 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.

## LOSS & DAMAGE CLAIMS:

### CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the applicable laws, regulations, industry best practices, or Shipper’s, BROKER’s, BROKER’s customer’s or any other person’s instructions, as provided to CARRIER by such person, will be considered "unsalvageable". CARRIER understands and agrees that such shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER’S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER’s express written permission; and

### CARRIER’s liability for any cargo damage, loss, or theft from any cause shall be limited, in the absence of any declared value on the bill of lading, to $ 4.41 per kilogram according to the total weight of the shipment.

### 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.

### CARRIER shall confirm in writing to BROKER in the event it pays, declines or makes settlement offer on all cargo loss or damage claim within 30 days of receipt of a written notice of claim by BROKER or BROKER’s customer. Failure of CARRIER to pay, decline or offer settlements within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

### It is mutually agreed between the Parties the maximum amount for which CARRIER could be held liable in case of loss or damage, is limited to $ 100,000.00 per trailer, unless a superior value is declared on the bill of lading.

## INSURANCE: CARRIER shall furnish BROKER with certificate(s) of insurance, or insurance policies, and unless otherwise agreed, subject to the following minimum limits: General liability $1,000,000.00; motor vehicle (including hired and non-owned vehicles) $1,000,000.00, ($5,000,000 if transporting Hazardous Materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, $100,000.00. Nothing in this Agreement shall be construed to avoid or limit CARRIER’s liability due to any exclusion or deductible in any insurance policy. **[NTD: amounts to be confirmed by the insurer of the client.]** CARRIER will notify BROKER immediately if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. This provision shall not be interpreted as advices by BROKER to CARRIER on appropriate or required insurance coverage for shipments.

## 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. CARRIER authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.

## CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, provincial, 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. CARRIER shall provide to BROKER proof of compliance upon request.

# MISCELLANEOUS:

## INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. 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, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

## change in control of ownership: CARRIER will notify BROKER immediately if it is sold, or if there is a change in control of ownership.

## 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.

## WAIVER OF PROVISIONS: 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.

## DISPUTE: Subject to the limitation set forth in Subp. 4.E (i), in the event of a dispute arising out of this Agreement, the Party’s sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Quebec *Code of Civil Procedure*, RLRQ chapter C-25.01. 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. 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, as provided by the Quebec *Code of Civil Procedure*, RLRQ chapter C-25.01. 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.

### Notwithstanding Subp. 4.E, in the event of a dispute where the amount in controversy is equal or below $\_1000\_, Parties shall settle the matter privately and waive all right to the use of the above-mentioned arbitration process and/or any other remedy before any courts.

## NO BACK SOLICITATION:

### Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for the duration of this Agreement and for an additional period of \_\_\_\_ 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): (BROKER INITIAL\_\_\_\_\_\_; CARRIER INITIAL\_\_\_\_\_\_\_\_) In the event of breach of this provision, BROKER shall be entitled, for a period of\_\_\_\_\_\_months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of six percent (\_\_\_\_%) 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.

## CONFIDENTIALITY:

### 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.

### 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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney’s fees.

## 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.Band 2.C).

### Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialled such change in close proximity thereto evidencing BROKER’s specific acceptance of such modification.

### Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

## NOTICES:

### 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.

### 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.

### 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.

## 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 collaborate and complete performance of any work in progress in accordance with the terms of this Agreement.

## 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.

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

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

## FORCE MAJEURE: In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence caused by force majeure and arising without its fault or negligence, such failures to perfom (except for any payments due hereunder)shall be excused for the duration of such occurrence. Economic hardships, strikes, lockout or any labour disputes, and mechanical failures of CARRIER’s equipment or driver shortage shall not constitute events of force majeure.

## APPLICABLE LAW AND JURISDICTION: Any dispute arising in connection with this Agreement shall be interpreted exclusively under the laws and regulations in force in the Province of Quebec and shall be within the exclusive jurisdiction of the court of general jurisdiction of the Province of Quebec, sitting in the judicial district of **●**.

## CURRENCY: Unless specified otherwise, all statements of or reference to dollar amounts in this Agreement are to lawful money of Canada.

## This Agreement has been drawn up in the English language at the request of the Parties. *Cette convention a été rédigée en anglais à la demande des parties*.

## 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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

Security Seal Procedure for Food Related Material Addendum A

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seal(s) upon arrival to the destination site unless required during in-transit inspections by law enforcement or special instructions by BROKER or shipper, consignees, consignor, or third parties. Exceptions must be investigated and documented in writing in accordance with the specific procedures presented herein and immediately communicated to Broker.

1. Product Loadinq
   1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
   2. All product whether doublestacked, palletized or slipsheeted shall be appropriately blocked and braced to eliminate potential damage.
   3. Once loaded, the trailer or container doors (including side doors) shall be sealed with the shipper’s uniquely identified device (“seal”) and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name, etc. by the person (shipper) applying the seals.
   4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load. Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.
2. Product Transport
   1. If the seal is broken in the event of an in-transit regulatory inspection by law enforcement or if the driver believes the load has shifted and needs to be inspected and secured, the Carrier’s driver must have additional seals with him and must reseal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal so that potential removal of the seal can be coordinated with the shipper or other party in interest. After affixing the seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.
   2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
   3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.
3. Product Delivery
   1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver’s transport documents. Only the receiving location’s designated individual may remove the seals once verified to match the driver’s transport documents, and neither Carrier, nor its driver or others, shall remove a seal, except for in the immediate supervision of and at the instruction of a receiver.
   2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.

# Temperature Procedure for Food Related Material Addendum B

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

1. Product Loadinq
   1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
   2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
   3. Trailor or container doors should only be opened when shipper is ready to load trailer or container.
   4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper’s uniquely identified device (“seal”) and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).
2. Product Transport
   1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the reefer unit as often as possible but no less than three (3) times a day.
   2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, if the temperature of the reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must correct the problem immediately and notify Broker of the situation.
3. Product Delivery
   1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
   2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
   3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DRT Transportation, LLC** | |  |  | |
| (BROKER) | |  | (CARRIER) | |
| Authorized Signature  Robert Kemp | |  | Authorized Signature | |
| Printed Name  President | |  | Printed Name | |
| Title  850 Helen Drive | |  | Title | |
| Lebanon, PA 1042 | |  |  | |
| Company Address : | |  | Company Address : | |
| 717-274-2871 | 717-274-2878 |  |  |  |
| Phone | Fax |  | Phone | Fax |
| dispatch@drttransportation.com | |  |  | |
| E-Mail | |  | E-Mail | |