



Carrier Packet

Enclosed is our carrier setup packet, which includes a copy of our authority and business references. In return, we need to have the completed 'Carrier Contact Information' form, a copy of your authority, current cargo insurance, and a valid W-9. Please return the setup packet at your earliest convenience (fax#: 541-330-0070), as we must have it on file before we load.

Carrier Contact Information

Company Name: _____

Mailing Address: _____

Tax ID# (Federal ID# or SS#): _____ Authority MC#: _____

Phone#: _____ Cell#: _____ Fax#: _____

Contacts: _____

Insurance Company: _____

Insurance Contact (Name & Number): _____

Credit Authorization Figure 1

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name: TAURUS FREIGHT, INC.

I hereby authorize Taurus Freight, Inc., hereinafter called COMPANY, to initiate credit entries to the Checking Account indicated below at the depository financial institution named below, hereinafter call DEPOSITORY, and to credit the same to such account. I acknowledge that the origination of ACH transactions to the account must comply with the provisions of U.S. law.

Bank Depository Name: _____ Account Name: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until COMPANY has received written notification of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name _____
(Please Print)

Date: _____ Signature _____

Please provide an email address for remittance advice and payment notification: _____

**PLEASE PROVIDE US WITH THREE (3)
DIFFERENT REFERENCES:**

1)

BUSINESS NAME: _____

CONTACT NAME: _____

PHONE #: _____

MC #: _____

2)

BUSINESS NAME: _____

CONTACT NAME: _____

PHONE #: _____

MC #: _____

3)

BUSINESS NAME: _____

CONTACT NAME: _____

PHONE #: _____

MC #: _____

PM-25
(Rev. 1/95)

SERVICE DATE
January 30, 1996

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 298931 SUB 0 B

TAURUS FREIGHT, INC.
Bend, OR

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

JOHN F. GRIMM
Director, Office of Motor Carrier
Information Analysis
(SEAL)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BROKER-CARRIER MOTOR TRANSPORTATION CONTRACT

THIS CONTRACT IS MADE _____ between **TAURUS FREIGHT, INC.**, an Oregon corporation, 127 SW Allen Rd., Bend, Oregon 97702 (mailing address: P.O. Box 7317, Bend, Oregon 97708-0999), ("**TAURUS**"), and

Name of Carrier: _____

Mailing Address: _____, ("**CARRIER**").

RECITALS:

A. **TAURUS** is a Federal Motor Carrier Safety Administration ("FMCSA") registered broker holding License No. MC-298931, a copy of which is incorporated herein by this reference.

B. **CARRIER** is an FMCSA registered motor carrier holding registration no. MC-_____, a copy of which is incorporated herein by this reference; and, in addition, **CARRIER** has been assigned USDOT No _____.

C. **TAURUS** and **CARRIER** are entering into this Contract so that all freight tendered by **TAURUS** to **CARRIER** and transported by **CARRIER** for **TAURUS** during the term of the Contract is transported by **CARRIER** as a contract carrier under the terms of this Contract.

D. This Contract and the relationship between **TAURUS** and **CARRIER** are intended, and shall be construed, to meet the requirements set forth in 49 U.S.C. §§ 13102(4)(B) and 14101(b).

TERMS AND CONDITIONS:

1. Scope; Contract Carriage; Waiver.

a. Scope. This Contract shall govern all shipments, whether moving in interstate, intrastate or foreign commerce, tendered by **TAURUS** to **CARRIER** for transportation and accepted by **CARRIER**, during the term of this Contract.

b. Contract Carriage. All transportation services performed by **CARRIER** for **TAURUS** during the term of this Contract shall be as a contract carrier pursuant to and in accordance with the provisions of 49 USC §§ 13102(4)(B) and 14101(b), and the regulations issued thereunder, if any.

c. Limited Waiver of Statutory Rights Under 49 USC §14101(b). Except to the extent that the provisions of this Contract conflict or are inconsistent with the provisions of 49 USC Subtitle IV, Part B, the parties do **not** waive any rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. Limited to the extent the provisions of this

Contract conflict or are inconsistent with the provisions of 49 USC Subtitle IV, Part B, **TAURUS** and **CARRIER** expressly waive any and all rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. This waiver is made pursuant to 49 USC § 14101(b)(1), and the parties each understand, acknowledge and intend that the transportation provided under this Contract shall not be subject to the waived rights and remedies and may not be subsequently challenged on the grounds that it violates the waived rights and remedies. This waiver does not apply to the provisions of those laws governing registration, insurance, or safety fitness. The exclusive remedy for any alleged breach of the waived rights or remedies shall be as provided herein.

2. Term and Termination. The term of this Contract shall begin on the date set forth above and shall remain in effect until terminated by either party giving the other party at least thirty (30) days prior written notice.

3. Specific Obligations of TAURUS.

a. Volume. **TAURUS** anticipates tendering a series of shipments to **CARRIER** for transportation during the term of this Contract, but **TAURUS** is not obligated to tender any minimum number of shipments to **CARRIER**.

b. Payment. Subject to the condition set forth in Section 4.i, **TAURUS** agrees to pay **CARRIER** for the transportation of the shipments transported under this Contract the rates and charges set forth in paragraph 6 herein, within thirty (30) days after the receipt by **TAURUS** of **CARRIER**'s invoice in accordance with paragraph 4.m.

4. Specific Obligations of CARRIER.

a. Service. **CARRIER** shall transport those shipments tendered to **CARRIER** by **TAURUS** and accepted by **CARRIER** by motor vehicle from and to such points between which service is required, without delay, subject to the availability of suitable equipment for the traffic offered and the specific shipment instructions, all in accordance with the terms and conditions of this Contract. **CARRIER** shall have sole and absolute discretion whether to accept or reject any shipment tendered to it by **TAURUS**.

b. Costs and Expenses. **CARRIER**, at its sole cost and expense, shall furnish all equipment necessary to provide

service hereunder and shall maintain all equipment in clean, odor- and contaminant-free condition, good repair and working order. **CARRIER**, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other personnel (including independent contractors that may be authorized in accordance with this Contract) provided shall be competent and legally qualified to handle and transport the shipments transported hereunder. **CARRIER**, at its sole cost and expense, shall perform loading and unloading services as required by **TAURUS** and **TAURUS's** customers. **CARRIER** shall be solely responsible for and shall pay any and all costs and expenses incurred in connection with providing service hereunder; and such costs and expenses shall include, but not be limited to, the following: All operating and maintenance costs including wages of drivers and other personnel and related employment and personnel expenses such as social security, workers compensation insurance, unemployment and other payroll taxes; costs of tires and fuel for the equipment; federal and state highway use taxes and license prorated fees for the equipment; all mileage taxes; costs of all permits; gross revenue taxes, equipment valuation taxes, road taxes and tolls, equipment use fees or taxes, and any other tax, fine or fee imposed or assessed against the equipment, cargo or service by any federal, state or provincial authority; empty mileage costs and expenses; ferry charges; accessorial services; all charges for loading and unloading; and tarping costs and expenses. In the event **TAURUS** shall at any time pay or incur a liability for any of the above items or other costs or expenses which are the responsibility of **CARRIER**, **TAURUS** has the right to deduct the same from any compensation due **CARRIER** from time to time. In no event shall **CARRIER** charge or cause to be charged to **TAURUS** or **TAURUS's** account any cost or expense. **CARRIER** shall indemnify and hold **TAURUS** and **TAURUS's** officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other cost resulting from or arising out of **CARRIER's** failure to strictly comply with the requirements of this paragraph 4.b. **CARRIER's** obligation under this paragraph to defend, hold harmless and indemnify **TAURUS** shall survive any termination of this contract.

c. Subcontracting Prohibited. Without the prior written consent of **TAURUS**, **CARRIER** shall not cause or permit any shipment accepted by **CARRIER** to be brokered or subcontracted to or transported by any other motor carrier, or in substituted service by railroad or any other mode of transportation. All shipments accepted by **CARRIER** shall be transported by equipment registered, licensed, insured and identified by **CARRIER** under its own name and USDOT number; and all shipments, equipment and operations shall be insured by insurance policies obtained by **CARRIER** and naming **CARRIER** as insured.

d. Bill of Lading/Receipt. **CARRIER** shall issue a bill of lading or other receipt for all shipments it receives for transportation under this Contract. Failure to issue or sign a bill of lading or receipt shall not affect **CARRIER's** liability. The bill of lading or receipt shall be conclusive of receipt of the described property by **CARRIER** in good order and kind, quantity and condition, except as noted on its face by **CARRIER** at the time **CARRIER** takes possession of the shipment at the point of origin/pickup. To the extent that language contained in the bill of lading or receipt is in conflict or inconsistent with the terms and conditions of this Contract, this Contract shall prevail. **CARRIER** agrees that the bill of lading or receipt shall be for the sole purpose of, and function solely as, a receipt for the goods and shall not itself constitute a Contract between **CARRIER** and **TAURUS's** or between **CARRIER** and either the person tendering the goods to **CARRIER** or the person receiving the goods from **CARRIER**. Any provision in a bill of lading or receipt which purports to limit the **CARRIER's** liability for freight loss, damage and/or delay shall be and is null and void. The bill of lading or receipt shall note that the shipment was transported by **CARRIER** acting as a carrier and that transportation for the shipment was arranged by **TAURUS** acting as a broker. In the event **TAURUS's** name is inadvertently entered on the BOL as the carrier of record, **CARRIER** shall correct the information to show it as carrier of record and in no event will **CARRIER** be relieved of responsibility as carrier of record. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the receiver shall be inserted in the blank for the consignee. The bill of lading or receipt is to be signed by **CARRIER** upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by **CARRIER** at the loading and unloading points, respectively. When **TAURUS** has assembled multiple shipments into carload or truckload lots, the list of underlying shippers and consignees will be attached as an appendix to the bill of lading or receipt. It is **CARRIER's** obligation to insure that the bill of lading or other receipt is issued in strict compliance with the requirements set forth in this paragraph. **CARRIER** shall indemnify and hold **TAURUS** and **TAURUS's** officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other costs resulting from or arising out of **CARRIER's** failure to strictly comply with the requirements of this paragraph 4.d. **CARRIER's** obligation under this paragraph to defend, hold harmless and indemnify **TAURUS** shall survive any termination of this contract.

e. CARRIER Reporting of Loss. **CARRIER** shall report to **TAURUS** immediately by telephone any accident, property damage, bodily injury, spill, material delay in delivery, theft, cargo temperature change or trailer temperature control problems, breakage of trailer seal or any other incident in which **CARRIER** is involved during the rendering of services under

this Contract, which might impair the cargo or reasonably result in a claim for damages or loss by any individual or entity involved in the incident or intended to be served by the services rendered under this Contract. **CARRIER** shall cooperate with **TAURUS** or its authorized representative(s) in the investigation, negotiation, settlement or litigation of any claim, suit which might arise relating to **CARRIER's** provision of services under this Contract.

f. Liability for Cargo Loss, Damage and Delay.

CARRIER shall be liable to **TAURUS**, **TAURUS's** customers, the beneficial owner of the cargo, and their respective assigns, for the full actual loss, damage, or injury to the shipment (including any portion thereof), persons, business or other property, including expenses for delay, costs of recovery, cleanup or containment of the shipment, and special, incidental and consequential damages, occurring while a shipment is in the possession or under the control of **CARRIER** pursuant to this Contract or resulting from **CARRIER's** performance of, or failure to perform, the services provided for herein. All liability standards and burdens of proof hereunder are governed by the common law applicable to common carriers or by 49 U.S.C. § 14706 (the Carmack Amendment), if applicable, except that in no event shall **CARRIER's** liability be limited under the provisions of 49 U.S.C. § 14706(e) or in any other manner. The above standards and burdens will apply unless a higher degree of responsibility is called for by the terms and conditions herein, in which event this Contract shall prevail. If the Load Confirmation sent to **CARRIER** by **TAURUS** or the bill of lading or receipt signed by **CARRIER** specifies pickup and/or delivery times or other special or specific services to be provided by **CARRIER**, **CARRIER** shall be bound to meet those pickup and/or delivery times and provide those other special or specific services. Full value of lost or damaged items shall mean any replacement cost established by trade sale or other invoice documentation, plus any additional transportation cost. Expenses of delay will include employee or equipment compensation, overtime and the like. Damages for delay shall include loss of sale and/or profit in those circumstances. If **TAURUS**, **TAURUS's** customer, the beneficial owner of the cargo, or their respective assigns, are required, as determined in their sole discretion, to hire an attorney-at-law to represent them in connection with any claim made against **CARRIER** under this subparagraph 4.e., they shall be entitled to recover from **CARRIER** their attorney fees incurred in connection with the claim, regardless whether an arbitration, mediation, lawsuit, or other legal proceeding is filed or held.

g. Claims for Cargo Loss, Damage and Delay. Claims against **CARRIER** for loss, damage, injury or delay to shipments may be filed with **CARRIER** by **TAURUS**, **TAURUS's** customers, parties to the bill of lading, or the beneficial owner of the freight. All filed claims shall be acknowledged, investigated and disposed of by **CARRIER** in

accordance with 49 C.F.R. Part 370; provided, however, that **CARRIER** shall make a disposition of the claim pursuant to 49 C.F.R. § 370.9 (a) within forty-five (45) days after the receipt of the claim by the **CARRIER**; and, further if **CARRIER** fails to issue a disposition of the claim within the forty-five (45) day period, **CARRIER** shall be conclusively and strictly held to have accepted liability for the claim in the full amount thereof and shall pay the claim within fifteen (15) days thereafter. In the event a claim is filed with **CARRIER** by **TAURUS**, **CARRIER** shall (i) deal exclusively with **TAURUS** in resolving the claim and shall not contact any other person in an effort to adjust and settle the claim unless authorized in writing by **TAURUS** and (ii) shall fully cooperate with and provide all requested documents and information to **TAURUS** in an effort to adjust and settle the claim as expeditiously as possible. The time limits for filing a claim for loss, damage or delay and for filing a lawsuit for recovery of a claim for loss, damage or delay shall be those set forth in 49 USC § 14706(e)(1).

h. Cargo Insurance. **CARRIER** represents and warrants that it has in place and shall maintain cargo insurance to cover any loss under its performance under this Contract and in an amount equal to the full value of the maximum quantity of goods transported at any one time under this Contract, but in no event in an amount less than \$100,000 per shipment to compensate **TAURUS**, **TAURUS's** customer, the consignor and/or consignee, and the beneficial owner of the shipment, for any and all loss, damage, or loss or damage due to delay, to the shipment which is placed in possession or control of **CARRIER** in connection with services provided by **CARRIER** hereunder. **CARRIER's** cargo insurance must provide "all risks" and "broad form" coverage and meet all requirements, if any, for such coverage as required by **TAURUS's** insurance carrier. Further, **CARRIER** shall name **TAURUS** as an additional insured for the sole purpose of receiving a 30-day advance written notice of cancellation or non-renewal of any cargo insurance coverage required herein. **CARRIER** shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4. g. is not in full force and effect.

i. Public Liability Insurance. **CARRIER** represents and warrants that it has in place and shall maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with providing service hereunder, and in no event shall the amount be less than \$1,000,000 or the amount required by the FMCSA, whichever is greater. The liability insurance shall be in the forms required by 49 USC § 13906(a) and 49 C.F.R. Part 387 and shall have no exclusions or restrictions that would not be accepted by the FMCSA for a filing under the requirements of those sections. In no event shall **CARRIER** accept, transport, or continue to transport, a shipment unless it has a valid and effective form MCS-90 issued to it in its possession. **CARRIER** shall cause its insurance carrier to provide **TAURUS** a certificate of public

liability insurance prior to or at the time this Contract is signed by the parties, which certificate shall require the insurance carrier to give **TAURUS** written notice thirty (30) days prior to any modification or cancellation of the liability insurance. **CARRIER** shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4.h. is not in full force and effect.

j. Additional Insurance; Failure to Maintain Insurance. In addition to any insurance requirement set forth in this Contract, **CARRIER** shall maintain any and all insurance required by any jurisdiction in which it performs services under this Contract. Upon request, **CARRIER** shall provide **TAURUS** proof of any insurance required by this Contract or applicable law. **CARRIER** agrees and acknowledges that the liability risk to **TAURUS** in the event that **CARRIER** fails to maintain insurance coverage in accordance with this Contract is significant. **TAURUS's** willingness to enter this Contract is conditioned on **CARRIER's** maintenance of the minimum insurance requirements under this Contract. Accordingly, if, at any time, **CARRIER** fails to maintain any required insurance under this Contract, such failure shall constitute a material breach of this Contract, and **CARRIER** therefore agrees that in that event **TAURUS's** payment obligation to **CARRIER** shall be discharged.

k. Duration of Liability. **CARRIER's** liability (except for delay in pickup) shall begin at the time the **CARRIER** assumes possession or control of the freight from the shipper, which in no event will be later than the time the cargo is loaded upon **CARRIER's** equipment at the point of origin, and shall continue until the cargo is unloaded from **CARRIER's** equipment at the destination, is delivered to the consignee named in the bill of lading, **CARRIER** has obtained a signed delivery receipt from the consignee named on the bill of lading, and nothing else remains to be done by **CARRIER** to deliver the shipment to the consignee.

l. Hold Harmless; Indemnification. To the fullest extent allowed by the applicable law as provided in paragraph 14, **CARRIER** shall defend and hold **TAURUS** harmless from, and indemnify **TAURUS** for, any and all liability, costs (including attorney fees), damages or claims for loss or damage to, or for loss for damages resulting from delay in pickup or delivery of, any freight, cargo or shipment in **CARRIER's** possession or control pursuant to this Contract. To the fullest extent allowed by the applicable law as provided in paragraph 14, **CARRIER** further shall defend and hold **TAURUS** harmless from, and indemnify **TAURUS** for, any and all liability, costs (including attorney fees), damages and claims for personal injury or death or property loss or damage (including, but not limited to, freight loss and damage and claims for delay) arising out of the acts or omissions of **CARRIER** in providing service hereunder. To the fullest extent allowed by the applicable law as

provided in paragraph 14, **CARRIER** shall defend and hold **TAURUS** harmless from, and indemnify **TAURUS** for, any and all liability, costs (including attorney fees), damages or claims for loss or damage to, or for loss for damages resulting from any breach of this Contract by **CARRIER**. **CARRIER's** obligation to defend, hold harmless and indemnify **TAURUS** under this Contract shall extend and obligate **CARRIER** to reimburse **TAURUS** for any and all administrative expense, attorney fee, adjustment fee, insurance deductible, or other cost, fee or expense, of whatever kind, incurred by **TAURUS** in connection with any matter for which **CARRIER** is liable for under this Contract. **CARRIER's** obligation to defend, hold harmless and indemnify **TAURUS** shall extend to and include **TAURUS's** former and current shareholders, directors, officers, employees and agents. **CARRIER's** obligation to defend, hold harmless and indemnify **TAURUS** shall survive any termination of this Contract.

m. Authority; Compliance with FMCSR. **CARRIER** warrants that it has, and will maintain during the entire term of this Contract, authority from all federal, state, provincial, municipal, and other governmental agencies to legally provide all services called for hereunder. **CARRIER** warrants that: (i) service will be provided in full compliance with the Federal Motor Carrier Safety Regulations ("FMCSR") including, but not limited to, the hours of service regulations; and (ii) that the driver(s) provided will have sufficient time available under the FMCSR hours of service regulations to provide the requested service including, but not limited to, the time necessary for loading, unloading, tarping and paperwork, without delay and in accordance with the pickup and delivery schedule specified in the Load Confirmation. **CARRIER** agrees to indemnify, defend and hold **TAURUS** harmless from and against any liability, claim, cost (including attorney fees), expense, penalty or the like arising out of any violation of this paragraph 4.l.

n. Billing; Documents and Information. **CARRIER** shall request payment for services provided by it hereunder by delivering an invoice to **TAURUS** for each shipment transported within fifteen (15) days after delivery of a shipment. **CARRIER's** invoice shall, at a minimum, set forth the following information: bill of lading or receipt number; load confirmation number or date; consignor's name and address; consignee's name and address; date, time and location of pickup; date, time and location of delivery; a full and complete description and reasons for any loss or damage to the freight; a full and complete description of and reasons for any delay in providing service; and **CARRIER's** charges to **TAURUS** calculated in accordance with paragraph 6.a. and the other provisions of this Contract. **CARRIER** shall deliver to **TAURUS** with its invoice the original signed bills of lading and/or pickup and delivery receipts as evidence of such services, except in those situations where **TAURUS** has agreed in advance

to accept faxed bills of lading and/or pickup and delivery receipts.

o. Waiver of Lien. **CARRIER** expressly waives any right, title, interest or claim in the goods transported by **CARRIER** under this Contract. **CARRIER** shall neither have nor claim any lien rights on or against any shipment transported under this Contract. In the event that **CARRIER** violates the terms of this paragraph, it shall (i) forfeit all rights to any and all charges for shipments transported pursuant to this Contract then due and owing by **TAURUS** to **CARRIER**, including charges relating to the shipment against which the lien is claimed; and (ii) be strictly liable to **TAURUS**, **TAURUS**'s customer, the beneficial owner of the shipment, and their respective assigns, for conversion.

p. Back Solicitation Prohibited; Confidentiality. **CARRIER** shall not solicit shipments from any shipper, consignee or customer of **TAURUS** where (i) the availability of such shipments first became known to **CARRIER** as a result of **TAURUS**'s efforts or actions; or (ii) where the shipments of the shipper, consignee or customer of **TAURUS** were first tendered to the **CARRIER** by **TAURUS**. If **CARRIER** breaches this agreement and "back-solicits" or otherwise solicits **TAURUS**'s customers and obtains shipments from such a customer, **TAURUS** shall be entitled, for a period of 18 months from the time of such "back solicitation" or other solicitation, to twenty percent (20%) of the gross charges billed by **CARRIER** with respect to the shipments, regardless whether the charges were or are collected. **CARRIER** further agrees not to disclose any information regarding any shipment transported pursuant to this Contract to any person or entity not named in the Load Confirmation or bill of lading or receipt with respect to that shipment.

q. No Authority to Bind TAURUS. **CARRIER** is not and at no time shall be an agent or employee of **TAURUS**, and at no time shall **CARRIER** represent itself to be an agent or employee of **TAURUS**, but rather **CARRIER** shall be and is obligated to advise third parties that it is not the agent or employee of **TAURUS**.

r. Foods, Drugs and Cosmetics. **CARRIER** warrants that it will comply with the Sanitary Transportation of Human and Animal Food Final Rule of the Food Safety Modernization Act (FSMA); the International Food Standards of the Global Food Safety Initiative; the Food Safety and Inspection Service Safety and Security Guide for the Transportation and Distribution of Meat, Poultry, and Egg Products; the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; all applicable rules and regulations of the Food and Drug Administration; and any and all other federal, state, municipal and provincial laws applicable to the transportation of foodstuffs, drugs, cosmetics and the like. In addition, all

equipment used to transport foodstuffs shall meet the standards established by the shipper. It is **CARRIER**'s obligation to obtain and know a shipper's equipment and safe handling standards prior to accepting a shipment tendered by **TAURUS**. **CARRIER** must maintain equipment to ensure that it does not cause food it transports to become unsafe. **CARRIER**'s operations must ensure food safety, such as adequate temperature controls, preventing contamination of ready to eat food from touching raw food, protection of food from contamination by non-food items in the same load or previous load, and protection of food from cross- contact. **CARRIER** must maintain and provide records upon request showing the commodities previously transported in the equipment and the cleaning and sanitizing practices taken to ensure the food is transported in a sanitary condition. **CARRIER** must train personnel on food safety issues and retain records evidencing such training. **CARRIER** acknowledges that certain shippers and customers of **TAURUS** require transportation of edible commodities and enforce special salvage procedures for shipments which they deem may be contaminated including but not limited to seal integrity requirements. These edible commodities may be well established brand names and specialty fresh cut products that are respected in the food industry as high quality products. If any branded or fresh cut products are compromised in any way, they may be destroyed in the sole discretion of the shipper or customer. These shippers and customers retain the sole discretion to determine mitigation. **CARRIER** shall be liable for the full value of the edible commodities in such circumstances. **CARRIER** shall defend and indemnify **TAURUS** for any claims or damages caused by **CARRIER**'s breach, negligence, or violation of this subsection. **CARRIER** agrees to be bound by these special terms and conditions.

s. Safety Fitness Determination/Safety Rating. **CARRIER** shall at all times maintain a "satisfactory," "continue to operate" or comparable safety rating. **CARRIER** shall immediately give notice to **TAURUS** and, unless expressly authorized in writing by **TAURUS**, shall refuse to accept any shipment tendered to it by **TAURUS** and shall immediately discontinue transporting any shipment in transit after being made aware in any manner that **CARRIER** has been or is going to be assigned a rating that is less than "satisfactory," less than "continue to operate" or otherwise indicates a less than fully acceptable safety rating. In these circumstances, **TAURUS** may (i) terminate this Contract immediately without notice or (ii) authorize **CARRIER** in writing to complete and deliver a shipment then in-transit, and upon delivery terminate this Contract immediately without notice.

t. Compliance with C-TPAT Highway Carrier Security Criteria. To the extent required by law, **CARRIER** shall comply with the C-TPAT Highway Carrier Security Criteria; and even if not required by law, **CARRIER** recognizes that C-TPAT Highway Carrier Security Criteria as setting forth

best practices and shall take all reasonable steps to implement and follow the minimum criteria set forth therein.

u. California C.A.R.B. Compliance. To the extent that any shipments subject to the Contract are transported within the State of California, on or after January 1, 2013, **CARRIER** warrants that: (i) all trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) all refrigerated equipment it operates within California under this Contract is in full compliance with the California Air Research Board (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations. **CARRIER** shall defend, indemnify and hold **TAURUS** harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other costs imposed on **TAURUS** resulting from or arising out of **CARRIER's** failure to strictly comply with the requirements of this paragraph 4.s. **CARRIER's** obligation under this paragraph to defend, hold harmless and indemnify **TAURUS** shall survive any termination of this contract.

5. Load Confirmation. **TAURUS** shall prepare, and both **TAURUS** and **CARRIER** shall execute, a Load Confirmation with respect to each shipment tendered by **TAURUS** to **CARRIER** and accepted by **CARRIER**; however, failure of **TAURUS** to issue or **CARRIER** to sign a Load Confirmation with respect to a shipment shall not affect **TAURUS's** or **CARRIER's** rights and liabilities hereunder. A sample of a Load Confirmation is attached as Exhibit A, but the actual form of the Load Confirmation, and the name of the document, if any, may be modified by **TAURUS** at any time as determined by **TAURUS** in **TAURUS's** sole discretion. The Load Confirmation shall be signed by persons authorized to bind **TAURUS** and **CARRIER** to the terms set forth therein. **TAURUS** and **CARRIER** agree that facsimile machine and electronically transmitted copies of signed Load Confirmations will be accepted and treated as originals. Any modifications to the original signed or initialed Load Confirmation for a shipment shall be indicated by changes thereon initialed by the parties either in person, electronically, via facsimile machine, or by execution of a new replacement Load Confirmation. Executed Load Confirmation(s) with respect to a shipment shall constitute an addendum to this Contract with respect to that shipment only; and the terms and conditions of this Contract shall govern all other shipments unless Load Confirmations are executed with respect to the other shipments. The originals or copies of all Load Confirmations shall be retained by **CARRIER** and by **TAURUS** together with this Contract during the term of this Contract and three (3) years thereafter.

6. Rates and Charges.

a. Rates. The rates and charges **CARRIER** agrees to bill **TAURUS** and accept as its full consideration for all services provided under this Contract, and the rates and charges **TAURUS** agrees to pay **CARRIER** for all services provided under this Contract, shall be those rates and charges set forth in the Load Confirmation for each shipment.

b. Responsibility. **TAURUS** shall be solely responsible for the payment of all of **CARRIER's** charges, and **CARRIER** shall not invoice or otherwise seek to collect its charges from any person or entity other than **TAURUS**.

c. Collection. **CARRIER** authorizes **TAURUS** to invoice shipper, receiver, consignor, consignee, or "bill-to party" for freight charges as a limited special agent for and on behalf of **CARRIER**. Payment of the freight charges to **TAURUS** shall relieve shipper, receiver, consignor, consignee, and "bill-to" party of any liability to the **CARRIER** for non-payment of charges or undercharge claims. **TAURUS** is not **CARRIER's** agent for any purpose other than as specified in this paragraph 6.c.

d. Time Limitation. Any claim for under-payment or non-payment of a rate or charge by **CARRIER** against **TAURUS** must be made in writing within thirty (30) days after **TAURUS's** payment to **CARRIER** for services provided in connection with the shipment underlying the claim. Any claim for return of an overpayment by **TAURUS** against **CARRIER** must be made within thirty (30) days after the date of **TAURUS's** payment to **CARRIER** for services provided in connection with the shipment underlying the claim.

e. Right of Set-Off. In the event of an overcharge, over-collection, duplicate payment, claim for loss, damage, delay or injury to or in connection with a shipment, claim for personal injury or death or damage to property (including claims for loss, damage or delay), breach of this Contract by **CARRIER**, or other claim filed with **CARRIER**, **TAURUS**, or any of their respective insurers in connection with service provided or agreed to be provided by **CARRIER** hereunder, **CARRIER** agrees that **TAURUS** shall have the right to set-off an amount sufficient to cover the claim, and to deduct and withhold such amount from any payments due **CARRIER**. As part of the amount set-off, **TAURUS** shall have the right to withhold any and all administrative expenses, attorney fees, adjustment fees, insurance deductible, or other cost, fee or expense, of whatever kind, incurred or reasonably anticipated to be incurred by **TAURUS** in connection with the claim giving rise to the set-off.

7. Independent Contractor Relationship. The relationship of **CARRIER** to **TAURUS** shall at all times be that of an independent contractor, except that **TAURUS** shall be the

limited special agent for the **CARRIER** solely for the collection of freight charges under paragraph 6.c. **CARRIER** shall be an independent contractor and not a servant, agent, employee, joint venturer or partner of **TAURUS**. **CARRIER** shall not represent to any other person or entity that it is a servant, agent, employee, joint venturer, or partner of **TAURUS**, or that it is authorized to bind **TAURUS** in any way. **CARRIER** and **TAURUS** acknowledge and agree that this Contract does not bind the respective parties to exclusive services to each other. **CARRIER** shall be totally responsible for the following: Selection, compensation, working hours, working conditions, retention and discipline of personnel; supervision and control of the personnel of **CARRIER** and the means and manner in which they perform their duties; legality of length, weight and height of cargo as loaded, selection of routing, periods of rest, times for maintenance, maintenance of logs, safety precautions and all such other activities involved in performing **CARRIER's** duties hereunder; compliance with federal, state, provincial, municipal and other applicable motor carrier and other laws and regulations; payment of all federal, state, provincial and local personal and business income taxes, sales and use taxes, social security contributions, unemployment taxes, workers' compensation premiums or expenses, other expenses or contributions typical for employees; business and license fees, fines or penalties, and fines, penalties or interest on any of the foregoing arising out of the activities of **CARRIER** pursuant to this Contract; selection, repair and maintenance of all equipment; and all costs and expenses incurred in providing services hereunder. **CARRIER** shall have sole and absolute discretion whether to accept or reject any shipment tendered to it by **TAURUS** for transportation.

8. Third-Party Beneficiaries. **TAURUS's** customers, the consignors and consignees named on the bills of lading, the beneficial owner of the goods, and their assigns, are third-party beneficiaries of this Contract and may rely on it to seek recovery of claims from **CARRIER** or in defending any claims made against any of them.

9. Force Majeure. Neither party is liable for the failure to tender or timely transport shipments under this Contract if the delay or other omission is caused by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.

10. Attorney Fees. In any arbitration, mediation, lawsuit, or other legal proceeding involving this Contract, the prevailing party shall recover from the losing party amounts the court, arbitrator or mediator, as the case may be, determines reasonable as costs and attorney fees for the proceeding, action or suit, in addition to any other sums as may be allowed as provided by law.

11. Non-assignment. Neither party shall sell, convey, assign,

transfer, dispose or encumber any of its rights, interests, benefits, obligations or liabilities under this Contract without obtaining prior written consent of the other party.

12. Integration. This Contract embodies the entire understanding between the parties, and it is agreed that there are no other arrangements, agreements or understandings, oral or written, which affect this contract in any way. This Contract may not be changed, waived or modified except by written agreement signed by both parties stating that it is an amendment to this Contract.

13. Severability. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, except to the extent preempted by federal transportation law, including, but not limited to, 49 USC Subtitle IV, Part B. Any action filed in relation to this Contract must be filed in the Circuit Court of the State of Oregon for Deschutes County or, subject to jurisdictional limitations, the United States District Court for the District of Oregon, Eugene Division, which courts shall have exclusive jurisdiction. The parties agree that any lawsuit for loss, damage and/or delay under subparagraph 4.e. shall be subject to 49 USC 14706 (the Carmack Amendment) and that 28 USC § 1337 (a) and 1445 (b) apply, and that those statutes are not waived pursuant to paragraph 1.c. herein, except to the extent a conflict exists. **CARRIER** agrees to, and hereby does, submit to the exclusive jurisdiction of these courts and further consents that the proper venue for any action shall be in Bend, Deschutes County, Oregon exclusively.

15. Non-waiver. Waiver of any default or breach of this Contract or of any warranty, representation, covenant or obligation contained herein shall not be construed as a waiver of any subsequent breach.

16. Authority of Representatives to Bind Parties. The parties warrant that the persons signing this Contract respectively for **CARRIER** and **TAURUS** are their authorized representatives to sign such Contract. No further proof of authorization is or shall be required.

17. Originals and Counterparts. This Contract may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof. Facsimile and electronically signed copies of this Contract shall have the same force and effect as an original.

18. Notices. All notices and other communications under this

Contract must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail with return receipt requested, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to other parties) set forth below.

19. Confidentiality. Except as necessary to perform its obligations under this Contract, **CARRIER** shall not disclose to any third party (a) the terms of this Contract, or (b) any confidential or proprietary information it might learn about **TAURUS's** business or business practices including, but not limited to cargo volume, freight rates, freight contents, value, origin, destination or consignee of any shipment carried by **CARRIER** under this Contract.

CARRIER:

(Name of Carrier)

By: _____
(Signature)

(Printed Name and Title)

Address:

Mailing Address:

Phone number: _____

Email: _____

BROKER:

TAURUS FREIGHT, INC.

By: _____
(Signature)

(Printed Name and Title)

Address:

127 SW ALLEN RD., BEND, OR 97702

Mailing Address:

P.O. BOX 7317, BEND, OR 97708

Phone number: 541.330.0071

Email:

C.A.R.B. ADDENDUM TO BROKER-CARRIER MOTOR TRANSPORTATION CONTRACT

THIS ADDENDUM is to the Broker-Carrier Motor Transportation Agreement ("Contract") dated _____, and executed between TAURUS FREIGHT, INC. ("**TAURUS**") and _____ ("**CARRIER**") assigned California Air Resources Board Identification Number _____.

To the extent that any shipments subject to the Contract are transported within the State of California, on or after January 1, 2013, **CARRIER** warrants that:

(1) All trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and

(2) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations.

CARRIER shall defend, indemnify and hold **TAURUS** harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other cost imposed on **TAURUS** resulting from or arising out of **CARRIER's** failure to strictly comply with the requirements of this C.A.R.B. Addendum. **CARRIER's** obligation under this paragraph to defend, hold harmless and indemnify **TAURUS** shall survive any termination of the Contract.

CARRIER:

TAURUS:
TAURUS FREIGHT, INC.

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)