

Billing and Company Information

Warren Logistics, Inc. PO Box 30 Blanchard, ID 83804

Phone (888) 253-0430 Fax (208) 962-6741 quote@warrenlogistics.com www.warrenlogistics.com

S Corporation, Idaho State – Established in 2007 Federal Tax ID# 51-0629304 MC# 758290

Company Officers: Dan Warren, President

Credit References

- 1. Jim Martin Trucking (208) 661-0965
 - 2. Showcase Farms (406) 422-2481
 - 3. Echo Enterprise (509) 487-0286

Bank Reference

Washington Trust Bank – Spokane, Washington Mary Nellenbach – (509) 353-4324



CURRENTLY FACTORING OR INTERESTED IN FACTORING YOUR INVOICES?

OUR SISTER COMPANY WARREN CAPITAL, LLC PROVIDES FACTORING SERVICES FOR THE TRANSPORTATION INDUSTRY. SIMPLY TELL US WHAT YOU ARE CURRENTLY PAYING AND WE WILL TELL YOU HOW WE CAN BEAT IT PUTTING HARD EARNED \$ BACK IN YOUR POCKET!

- ♦ LOW FACTORING FEES
- ♦ HIGH ADVANCE RATES
- ♦ SAME DAY FUNDING OFF COPIES (EMAIL OR FAX)
 - ♦ <u>NO MINIMUM MONTHLY REQURIEMENTS</u>
 - ♦ WEB ACCESS TO YOUR ACCOUNT
- ♦ FUEL CARD PROGRAM WITH GENEROUS DISCOUNTS
 - ♦ PERSONAL SERVICE WITH ONE ON ONE CARE

PLEASE ALSO ASK ABOUT OUR QUICK PAY PROGRAM. WE OFFER DIRECT DEPOSIT OR BUSINESS CHECK PAYMENT UPON EMAILED BILL OF LADING, 3% FLAT RATE WITH NO ADDITIONAL FEES.



Call us today!

888-799-2846 or aleia@warren-capital.com Website: www.warren-capital.com

DON'T FORGET TO ATTACH THE FOLLOWING ITEMS:

- **♦ COMPLETED TRANSPORTATION CONTRACT**
- **♦ YOUR COMPANY'S W-9**
- **♦ COPY OF MOTOR CARRIER AUTHORITY**
- ♦ INSURANCE CERTIFICATE WITH WARREN LOGISTICS,
 INC. NAMED AS A CERTIFICATE HOLDER



COMPANY INFORMATION

CARRIER NAME:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	
FAX:	CELL:	
MC#:	FEDERAL ID#:	
DOT#		
FORM OF BUSINESS (Sole Proprie	torship, Corporation, LLC,	etc.)
DISPATCHERS		
LIABILITY INSURANCE: \$	CARGO: \$	S
INSURANCE COMPANY:		
PHONE:	FAX:	
AGENT CONTACT NAME:		
AUTHORITY: CONTRACT	COMMON	BROKER
AREAS OF SERVICE:		
EQUIPMENT SUMMARY: # OF TRA	ACTORS# OF TR	AILORS
TYPE OF EQUIPMENT: FLATS	VANS	REEFERS
DO YOU FACTOR YOUR INVOICES	(YES/NO)?:	
IF YES, WHAT FACTORING COMPA	ANY?:	
OPTIONAL:		
FACTORING FEE %:	ADVANCE RAT	E %:
\$ AMOUNT FACTORED PER MONT	'H·	



PO BOX 30 BLANCHARD, ID 83804 PHONE (888) 253-0430 FAX (208) 962-6741 QUOTE@WARRENLOGISTICS.COM

TRANSPORTATION CONTRACT

This contract is made	, 20	, by and between WARREN	
LOGISTICS INC. and any of its related entities	("Warren") and		_, 8
properly authorized for-hire carrier located at			
("Carrier").			

WITNESSETH:

WHEREAS, Warren Logistics Inc. is a freight brokerage, and as such acts as an independent shipper;

WHEREAS, Warren Logistics Inc. and CARRIER wish to enter into a contract pursuant to the terms of which Warren Logistics Inc. will tender freight to Carrier for transportation.

In consideration of the recitals set forth above, and the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. Scope of the Contract. Subject to the terms and conditions contained in Warren Logistics Inc. Carrier Terms and Conditions, Warren Logistics Inc. agrees to tender and Carrier agrees to transport shipments in full compliance with all laws, rules and regulations governing for-hire motor carriage. Carrier further agrees that it will not broker or otherwise tender any load tendered by Warren Logistics Inc. to another carrier, without Warren Logistics Inc. prior written consent. In the event Carrier breaches this prohibition Carrier shall forfeit all compensation due to Carrier under paragraph 2.
- 2. <u>Compensation.</u> The actual services to be rendered and the compensations to be paid to Carrier shall be determined on a load-by-load basis as agreed upon by Warren Logistics Inc. and Carrier and confirmed in Schedule A, which shall be attached hereto and incorporated herein. Unless objected to by Carrier upon receipt of the Schedule A for the shipment Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on Schedule A for the shipment are fully and correctly stated.
- 3. <u>Payment.</u> Warren Logistics, Inc. shall pay Carrier within 30 days of Warren Logistics Inc. receipt of Carrier's freight bill, listing Warren Logistics' load number, the signed delivery receipt and without exception or notation, the original bill of lading.
- 4. <u>Cargo Liability.</u> Carrier agrees to abide by the rules and regulations concerning the disposition and settlement of claims for loss and damage set forth at 49 C.F.R Part 370. The parties acknowledge and agree that Carrier's liability shall be that of a common carrier as set forth in 49 U.S.C. Section 14706 and claims shall be disposed of in accordance with 49 C.F.R Part 370.

- 5. <u>Insurance</u>. Carrier, at its sole expense, shall maintain worker's compensation coverage as required by state law and commercial general liability and automobile liability insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage and cargo insurance in an amount that will cover the cargo hauled but in no event in an amount less than \$100,000. Carrier shall furnish Warren Logistics Inc. with a Certificate of Insurance evidencing said coverage, and shall require its Insurance carrier to give Warren Logistics Inc. written notice thirty (30) days prior to the cancellation of modification of said coverage.
- 6. <u>Indemnification.</u> Carrier agrees to indemnity, defend and hold Warren Logistics Inc. and its customers harmless in accordance with the indemnification Provision contained in Warren Logistics Inc. Carriers Terms and Conditions.
- 7. Account Protection. Carrier understands and agrees that Warren Logistics Inc. has put forth substantial effort and investment to develop its accounts and to secure the good will of its customers. As part consideration of this Contract, during the term of this Contract and for a period of one (1) year after the effective date of any termination hereof Carrier shall not directly or indirectly attempt to solicit, serve, diver or bypass or perform any services for compensation for any given shipper or receiver who is now or during the term of the Contract becomes a customer of Warren Logistics Inc. unless Carrier is given prior written authorization. Carrier agrees to pay Warren Logistics Inc. a commission of twenty-five (25%) percent of all revenues billed for a period of eighteen (18) months to any account of Warren Logistics Inc. in violation of any of the foregoing and such commission shall be due and payable within thirty (30) days after the billing date.
- 8. <u>Waiver.</u> All rights and remedies provided by the Interstate Commerce Commission Termination Act which have not been specifically waived herein or in Warren Logistics Inc. Carrier Terms and Conditions and which are not inconsistent or in conflict with the rights and remedies provided herein shall continue to apply to transportation provided by Carrier for Warren Logistics Inc. pursuant to this Contract.
- 9. <u>Effective Date.</u> This Contract shall become effective on the date first shown above and continue until terminated by either party upon (10) ten days written notice.
- 10. **Governing Law.** This Contract shall be governed by the laws of Idaho and all disputes will be litigated in the course of the State of Idaho, or such other state as Warren Logistics Inc. deems appropriate. In the event of litigation, if Warren Logistics Inc. prevails, it shall be entitled to recover its attorney fees.
- 11. <u>Warren Logistics Inc. Carrier Terms and Conditions.</u> Carrier represents and warrants that it has read and understands Warren Logistics Inc. Carrier Terms and Conditions. In addition to this Transportation Contract, Carrier further agrees to abide and be bound by Warren Logistics Inc. Carrier Terms and Conditions, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set above.

WARREN LOGISTICS INC.	CARRIER
By	By