



ICOA SCAN/FAX CONTROL SHEET

Date _____

Safety Number _____

Driver SS# (last 4 digits) _____

Unit VIN (last 6 digits) _____

Total Pages Scanned/Faxed (including Control Sheet) _____

Fax 260.429.3130

Batch # _____
Scanning Agents Only

INDEPENDENT CONTRACTOR OPERATING AGREEMENT

INDEPENDENT CONTRACTOR OPERATING AGREEMENT

TABLE OF CONTENTS

	Page
I. INDEPENDENT CONTRACTOR RELATIONSHIP	3
1. CONTRACTOR Is an Independent Contractor	3
2. Number of Shipments and CONTRACTOR Availability	3
3. CONTRACTOR's Personnel	3
4. CONTRACTOR's Control Over Manner and Means of Performance	3
5. Indemnification Regarding Status of CONTRACTOR	4
II. VEHICULAR EQUIPMENT	4
1. Exclusive Possession	4
2. CONTRACTOR Vehicular Equipment	4
3. Trailer Unit(s) with Related Equipment	5
III. OPERATION	7
1. Customer Requirements	7
2. Initial Safety Qualification	7
3. Disqualification of CONTRACTOR's Drivers	7
4. Drug and Alcohol Testing	8
5. Safe and Lawful Use of Equipment	8
6. Passenger Authorization	8
7. CONTRACTOR's Operating Expenses and Requirements	8
A. In General	8
B. No Required Purchases	8
C. Fuel Tax Expense	8
D. Maintenance and Inspection	9
E. Overweight and Overdimensional Shipments	9
F. Plate, Permit Fees and Use Taxes	10
G. Replacement of Plates or Permits	10
H. Re-powering or Handling Overflow of a Shipment	10
I. Communications Equipment	10
J. Expenses Charged to COMPANY	10
8. Logs, Shipping Documents and Reports	11
9. Collections	11
IV. COMPENSATION	12
1. Amount of Compensation	12
2. Payment	12
3. Settlement Statements	12
4. CONTRACTOR's Access to Freight Documentation	12
V. CHARGE-BACKS AND OTHER DEDUCTIONS	13
VI. LIABILITIES AND INSURANCE	13
1. Insurance	13
2. Indemnification	13
A. In General	13
B. Claims for Cargo Loss, Damage, or Delay, or Residence Damage	14
C. Claims for Personal Injury and Vehicular Property Loss or Damage to Third Parties	14
3. Notice of Claim or Suit	15
4. Assistance and Cooperation of CONTRACTOR	15

VII.	RESERVE FUND.....	15
VIII.	TERM OF AGREEMENT.....	15
1.	Commencement and Termination.....	15
2.	Parties' Obligations Upon Termination.....	15
IX.	MISCELLANEOUS.....	16
1.	General	16
2.	Notices	16
3.	Complete Agreement.....	17
4.	Benefit and Assignment.....	17
5.	Dispute Resolution and Applicable Law.....	17
6.	Statement of Lease.....	17

Attachment A - CONTRACTOR's Compensation

1.	CONTRACTOR's PERCENTAGE OF NET DISTRIBUTABLE REVENUES	A-1
2.	CONTRACTOR BONUS PROGRAM	A-1
3.	ADDITIONAL TERMS THAT MAY AFFECT REVENUES	A-2
4.	FUEL SURCHARGE.....	A-2
5.	DEFINITIONS	A-2
6.	SHIPMENT REVENUE INFORMATION – CALCULATION BY VAN LINE.....	A-3
7.	SHIPMENT REVENUE INFORMATION - ACCESS PROVIDED BY COMPANY	A-4
8.	REGISTERED SHIPMENT INFORMATION.....	A-4
9.	ACCESS TO EXPLANATORY DOCUMENTS	A-4
10.	CHANGE IN COMPENSATION.....	A-5

Attachment B - Charge-Backs and Other Deductions

1.	LIST OF CHARGE-BACKS AND OTHER DEDUCTIONS	B-1
2.	CHANGES IN EXISTING DEDUCTION ITEMS	B-6
3.	INFORMATION REGARDING DEDUCTIONS	B-6

Attachment C - Insurance

1.	COMPANY's INSURANCE OBLIGATIONS	C-1
2.	CONTRACTOR's INSURANCE OBLIGATIONS.....	C-1
3.	REQUIREMENTS APPLICABLE TO ALL CONTRACTOR INSURANCE COVERAGES	C-4
4.	CONTRACTOR LIABLE IF REQUIRED COVERAGES ARE NOT MAINTAINED	C-5
5.	AVAILABILITY OF COMPANY-FACILITATED INSURANCE.....	C-5
6.	CHANGES IN COST OR OTHER DETAILS OF COVERAGES	C-6

Attachment D - Reserve Fund

1.	PRINCIPAL	D-1
2.	SPECIFIC ITEMS TO WHICH RESERVE FUND MAY BE APPLIED	D-1
3.	ACCOUNTINGS.....	D-1
4.	INTEREST	D-1
5.	FINAL SETTLEMENT	D-2
6.	RETURN OF RESERVE FUND BALANCE.....	D-2

Attachment E - Description of Equipment

	E-1
--	-------	-----

Attachment F - Communications Equipment

	F-1
--	-------	-----

Attachment G- Contractor's Local Compensation Schedule

	G-1
--	-------	-----

Attachment H – VAN LINE's Policies and Procedures

	H-1
--	-------	-----

Form of Equipment Receipt

INDEPENDENT CONTRACTOR OPERATING AGREEMENT

This agreement is made and entered into between Berger Transfer & Storage, Inc., (“COMPANY”) and _____ (“CONTRACTOR”), and is effective _____, 2009

WHEREAS COMPANY is engaged in the business of transporting household goods and other commodities in interstate and intrastate commerce under its own operating authority and as a non-carrier hauling agent of Allied Van Lines, Inc. (“VAN LINE”) under VAN LINE’s operating authority.

WHEREAS CONTRACTOR owns or has the right to make available for lease the truck(s), truck-tractor(s), and/or trailer(s) described in **Attachment E** hereto (“Equipment”) and, as an independent contractor, desires to furnish and drive (or arrange for others to drive) the Equipment, and to provide transportation, loading, unloading, packing, unpacking, and other services related to transporting goods in connection with COMPANY’S business.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and pursuant to the federal leasing regulations (49 C.F.R. Part 376), CONTRACTOR and COMPANY (“the parties”) enter into this Independent Contractor Operating Agreement, including attachments (“Agreement”) as follows:

I. INDEPENDENT-CONTRACTOR RELATIONSHIP

I.1. CONTRACTOR Is an Independent Contractor. The parties intend to establish, through this Agreement, that CONTRACTOR is an independent contractor and not an employee. Neither CONTRACTOR nor any of CONTRACTOR’s employees or other persons engaged by CONTRACTOR to perform his/her obligations under this Agreement shall be considered employees of COMPANY or VAN LINE insofar as the subject matter of this Agreement is concerned or in performing service under this Agreement for any purpose whatsoever. Nothing contained in this Agreement shall be deemed to create an agency, joint venture, partnership, or any other legal relationship between CONTRACTOR and COMPANY (or VAN LINE) except that of principal and independent contractor.

I.2. Number of Shipments and Availability. COMPANY does not guarantee any specific number of shipments or amount of revenue to CONTRACTOR. CONTRACTOR may refuse any specific shipment offered by COMPANY. CONTRACTOR shall have the right, at times of CONTRACTOR’s choosing, to be unavailable to COMPANY for reasonable periods.

I.3. CONTRACTOR’s Personnel. CONTRACTOR shall furnish, hire, pay, supervise, control, and discharge all personnel needed to perform CONTRACTOR’s obligations under this Agreement, and under no circumstances shall any such personnel be considered the employees of COMPANY or VAN LINE.

I.4. CONTRACTOR’s Control Over Manner and Means of Performance. Subject to legal requirements and COMPANY’s and/or VAN LINE’s customers’ needs, CONTRACTOR assumes full control over and responsibility for scheduling work hours and rest periods; selecting routes and fuel stops; deciding when, where, and how maintenance is to be performed on the Equipment; arranging for packing and unpacking as required, loading and unloading, and other services relating to the goods being transported; complying with all applicable local, state, federal, or foreign requirements regarding the withholding of income taxes and payroll taxes from wages paid to CONTRACTOR’s personnel and the

payment of Social Security and Medicare taxes; and obtaining and maintaining any statutorily required workers' compensation insurance as required by state law on all of his/her personnel (in compliance with **Attachment C**). If COMPANY requests written proof of such control and responsibility, CONTRACTOR shall provide it.

I.5. Indemnification Regarding Status of CONTRACTOR. CONTRACTOR agrees to defend, (subject to COMPANY's and VAN LINE's right to select counsel), indemnify, and hold COMPANY and VAN LINE harmless from any claim (including any claim for which COMPANY and VAN LINE are not indemnified by their insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, unpaid taxes or fees, or expense, including reasonable attorneys' fees and costs of litigation, that COMPANY or VAN LINE incurs involving an allegation, finding, or judgment that CONTRACTOR or any of his/her personnel is an employee of COMPANY or VAN LINE.

II. VEHICULAR EQUIPMENT

II.1. Exclusive Possession. During this Agreement, CONTRACTOR shall provide COMPANY with transportation-related services through the use of the Equipment covered by this Agreement. COMPANY and VAN LINE shall have exclusive possession, control, and use of the Equipment, and complete responsibility for its operation, during the time that the Equipment is transporting a shipment or is under the direct dispatch of the COMPANY for the purpose of acquiring or transporting a shipment. The foregoing declaration regarding exclusive possession, control and responsibility is made solely to comply with FMCSA regulations (49 C.F.R. §376.12(c)(1) and shall not be used to classify CONTRACTOR as an employee of CARRIER. As 49 C.F.R. §376.12(c)(4) provides, nothing in the provisions required by 49 C.F.R. §376.12(c)(1) is intended to affect whether CONTRACTOR and his/her drivers are independent contractors or employees of COMPANY, and "an independent contractor relationship may exist when a carrier lessee complies with 49 U.S.C. § 14102 and attendant administrative requirements."

II.2. CONTRACTOR Vehicular Equipment.

II.2.A. CONTRACTOR represents and warrants that the tractor, straight truck and/or trailer Equipment provided by it under this Agreement is now in good mechanical condition and repair and meets the requirements of:

II.2.A.1 The U.S. Department of Transportation ("DOT") and applicable state agencies, and

II.2.A.2 COMPANY, and VAN LINE rules, regulations, guidelines, standards, policies, procedures, transportation rate and revenue distribution tables, and other provisions, as revised from time to time ("COMPANY and VAN LINE Policies and Procedures"), which shall be made available on request at COMPANY's headquarters during normal business hours for CONTRACTOR's inspection and copying at COMPANY's expense.

II.2.B. CONTRACTOR agrees that before placing any of its vehicular Equipment in the service of COMPANY or VAN LINE, to display, and keep displayed, on the Equipment such vehicle identification information as is required by COMPANY or VAN LINE, the DOT, and other regulatory agencies for vehicles operating under the authority of COMPANY or VAN LINE. CONTRACTOR agrees that all trade names, trademarks, uniform resource locators, service marks, symbols, insignia, logos, designs, and other trade identification, now and hereafter owned or used by COMPANY or VAN LINE respectively, are solely and exclusively the property of COMPANY or VAN LINE, respectively, and that the same may be affixed on such

Equipment by CONTRACTOR only in accordance with COMPANY's and VAN LINE's standard identification specifications.

II.2.C. CONTRACTOR agrees, in accordance with the identification specifications and requirements of COMPANY and VAN LINE, to paint the Equipment at CONTRACTOR'S own expense.

II.2.D. CONTRACTOR agrees to maintain and keep all of its Equipment under this Agreement in good mechanical condition, and to carry thereon and maintain properly all safety equipment and accessories, including interior van equipment in any trailer or straight truck Equipment provided by CONTRACTOR under this Agreement, as may be required by applicable federal, state, local, and foreign laws and regulations and COMPANY and VAN LINE Policies and Procedures regarding Equipment.

II.2.E. Substitution of Equipment.

II.2.E.1. CONTRACTOR agrees that no permanent substitutions of equipment shall be made without the prior written consent and authority of COMPANY, or VAN LINE. CONTRACTOR agrees that, in the event another piece of equipment is temporarily or permanently substituted for the Equipment listed in **Attachment E**, all terms and conditions of this Agreement shall apply to such substitute equipment, the same as if specifically named herein. When the Equipment is withdrawn from the service of COMPANY, CONTRACTOR shall immediately, at his own expense, remove all COMPANY, and VAN LINE colors, insignia, marks and advertising there from, and eliminate all permit and certificate numbers which may designate said vehicle as operating in the service thereof and provide COMPANY, and/or VAN LINE verification through photograph that said markings have been removed from Equipment.

II.2.E.2. It shall be the responsibility of CONTRACTOR to furnish COMPANY sufficient written notice (but not less than three weeks) of the intention to replace equipment so that necessary applications and proper registration can be made to properly qualify it in COMPANY and VAN LINE service. In the event COMPANY has already furnished CONTRACTOR the necessary permits, licenses, certificates, and franchises necessary to operate equipment under any federal or state law, CONTRACTOR shall pay any additional fees or costs incurred in the process of qualifying the replacement equipment as specified in **Attachment B**.

II.3. Trailer Unit(s) with Related Equipment. CONTRACTOR has the option to provide hauling services under this Agreement by supplying its own Trailer that meets the criteria set forth below or by utilizing a Trailer supplied by COMPANY. This choice will effect the compensation to CONTRACTOR. See **Attachment A**

11.3.A CONTRACTOR'S Trailer. A Trailer supplied by CONTRACTOR must comply with these specifications;

- a) Be at least 50 feet in length except that for local service a trailer must be at least 48 feet in length
- b) Designed specifically for the transportation of Household goods
- c) Painted and decaled according to VAN LINE specifications

- d) Equipped with pads, dollies, ramps and all other equipment necessary to provide a complete household goods moving service (hereinafter Interior Equipment)
- e) Must not be older than 7 years and licensed.
- f) Must be consistent in design and appearance with the standard trailers in the COMPANY'S fleet of trailers
- g) CONTRACTOR will be responsible for all maintenance, repairs, tires and Interior Equipment on the trailer.
- h) Damage to the trailer that affects its safety, appearance or function must be immediately repaired by CONTRACTOR.

II.3.B COMPANY Trailer. CONTRACTOR may elect to utilize a Trailer supplied by COMPANY. If this selection is made the COMPANY will provide a licensed Trailer and will be responsible for the repair and maintenance, including tire replacement that is due to normal wear and tear and the initial furnishing of Interior Equipment such as pads, dollies and related equipment. CONTRACTOR will not order or make any repairs or maintenance including tire replacement to a Trailer supplied by COMPANY unless approved by COMPANY.

II.3.C. Inspection. CONTRACTOR shall be responsible for cleanliness and proper inspection, including the semi-annual DOT inspection, of the Trailer that it uses regardless of source as well as the dollies, pads, and other such interior van equipment provided therewith. Before taking possession of any COMPANY Trailer and interior van equipment, CONTRACTOR shall, conduct a visual inspection with a representative of COMPANY and furnish COMPANY with a completed and signed Trailer Inspection Report. CONTRACTOR shall do the same upon returning the trailer to a designated COMPANY facility during normal business hours. If CONTRACTOR drops off the trailer outside normal business hours, CONTRACTOR hereby authorizes COMPANY to complete the necessary Trailer Inspection Report.

II.3.D. Restriction on Use. Any trailer and interior van equipment supplied to CONTRACTOR by COMPANY shall be used by CONTRACTOR only to provide service under this Agreement. COMPANY in its discretion, shall have the right to substitute, exchange, or otherwise replace a trailer or other equipment provided by COMPANY for use by CONTRACTOR.

II.3.E. Damage to Trailer. CONTRACTOR shall be responsible for all repairs of all damage to COMPANY'S Trailer including Interior Equipment caused by other than ordinary wear and tear in amounts set forth in **Attachment B** of this Agreement. CONTRACTOR authorizes COMPANY to deduct all such amounts from CONTRACTOR'S Settlement Compensation and/or Reserve Fund. If CONTRACTOR'S Settlement Compensation and/or Reserve Fund is insufficient to cover any sums charged to CONTRACTOR or which CONTRACTOR otherwise owes to COMPANY, COMPANY may take all reasonable and appropriate actions to collect such sums from CONTRACTOR. All trailer damage repairs and maintenance shall be performed at facilities designated by COMPANY.

II.3.F Return of Trailer Upon Request or Termination. Immediately upon COMPANY'S request, or the termination of this Agreement, CONTRACTOR shall return the Trailer with Interior Equipment, to COMPANY'S facility in ST Paul, Minnesota, or to such other closer location as COMPANY respectively may specify at the time. In addition,

CONTRACTOR shall return COMPANY'S Trailer, and all of COMPANY'S other equipment, in the same good condition (ordinary wear and tear excepted) as received by CONTRACTOR. If not in such condition, COMPANY may, if it so chooses, restore the trailer and/or the Interior Equipment to its previously delivered condition or, if less expensive, shall replace the trailer and Interior Equipment. With respect to damage to the trailer (other than ordinary wear and tear) and to Interior Equipment CONTRACTOR hereby authorizes COMPANY to deduct from CONTRACTOR'S final Settlement Compensation and/or Reserve Fund the full expense of all repairs or, in the case of replacement, the replacement cost less the value of the trailer or Interior Equipment when first delivered to CONTRACTOR. If CONTRACTOR fails to return COMPANY'S trailer or Interior Equipment, CONTRACTOR shall reimburse COMPANY for all reasonable expenses incurred by COMPANY in recovering, repairing, or, if necessary, replacing its trailer or Interior Equipment, as provided above

II.3.G Explanation and Itemization of Damage Deductions. Before deducting any such damage described in Sections II.3.E or F above from CONTRACTOR'S Settlement Compensation and/or Reserve Fund, COMPANY (whichever is applicable) shall provide CONTRACTOR with a written explanation and itemization of such damage or other loss.

II.4. Straight Trucks in Local Service. A CONTRACTOR who uses a straight truck for local service must comply with the specifications for trailers set forth in Section II.3.A above with the exception of the length requirement in Sub-section (a).

III. OPERATION

III.1. Customer Requirements. Reasonable customer satisfaction is of the utmost importance and is the responsibility of both COMPANY and CONTRACTOR. CONTRACTOR agrees to meet all customer requirements accepted by COMPANY and VAN LINE, as applicable, that are reasonably related to transporting, loading and unloading, packing and unpacking, crating and uncrating, debris removal, and other services relating to goods being transported and that do not conflict with the terms of this Agreement.

III.2. Initial Safety Qualification. CONTRACTOR shall furnish competent drivers who meet the minimum qualifications standards established by the U.S. Department of Transportation as well as "COMPANY's Safety Policies," "Allied Safety Information and Policy" manual, and other provisions of COMPANY and VAN LINE Policies and Procedures.

III.3. Disqualification of CONTRACTOR's Drivers. Failure by CONTRACTOR to comply fully with the Motor Carrier Safety Regulations of the U.S. Department of Transportation, or laws or regulations of any other authority with respect, to the maintenance, operation of equipment, hours of service, reporting of accidents, material violations of Allied Van Lines Quality Standards or policies or COMPANY's Quality Standards and other COMPANY and VAN LINE Policies and Procedures, including any modifications, revisions or up dates thereof, shall be a violation of this Agreement and cause for termination. A copy of all applicable COMPANY and VAN LINE Policies and Procedures will be provided to CONTRACTOR at time of execution of this Agreement. Thereafter, CONTRACTOR may access via the Internet, or COMPANY shall provide to CONTRACTOR, upon request, a copy of Allied Van Lines Quality Standards or Policies and Procedures and/or COMPANY's Quality Standards or other COMPANY and VAN LINE Policies and Procedures. If COMPANY or VAN LINE disqualifies CONTRACTOR, or any driver provided by CONTRACTOR, or otherwise determines that he/she is unsafe, unqualified or disqualified pursuant to law, in violation of COMPANY's Safety Policies, or COMPANY and VAN LINE Policies and Procedures, or otherwise incompetent, COMPANY shall prohibit CONTRACTOR from handling shipments under VAN LINE's operating authority (in the case of

VAN LINE disqualification) and shall have the right to prohibit CONTRACTOR from handling shipments under COMPANY's operating authority (in the case of COMPANY disqualification).

III.4. Drug and Alcohol Testing. CONTRACTOR and its drivers shall, as required by federal statutes and regulations, comply with the Drug and Alcohol Policy in COMPANY and VAN LINE Policies and Procedures, including participating in COMPANY's and/or VAN LINE's random drug and alcohol testing program and submitting to all other required drug or alcohol tests. All such tests (whether pre-qualification, post-accident, random, reasonable-suspicion, return-to-duty, or follow-up) shall be done by outside testing service selected by COMPANY. All tests shall be conducted at COMPANY'S expense as specified in **Attachment B**.

III.5. Safe and Lawful Use of Equipment. CONTRACTOR agrees to ensure that, at all times, CONTRACTOR and all drivers, helpers, and other personnel furnished by CONTRACTOR comply with and carry out the terms of this Agreement; all applicable rules, regulations, and instructions of DOT and other federal, state, local, and foreign laws, regulations, and directives (including state and federal motor carrier safety, traffic, and truck-size-and-weight requirements); COMPANY's Safety Policies and other provisions of COMPANY and VAN LINE Policies and Procedures; and COMPANY's and VAN LINE's operating authorities.

III.6. Passenger Authorization. In accordance with 49 C.F.R. § 392.60(a), CONTRACTOR shall not allow any passengers to ride in or operate the Equipment unless authorized in writing by COMPANY or VAN LINE in advance on a Passenger Authorization Form provided by COMPANY or VAN LINE, which CONTRACTOR, his/her driver, and the proposed passenger must first fill out, sign, and submit or as otherwise authorized by COMPANY and VAN LINE Policies and Procedures. CONTRACTOR assumes all liability for the person and property of the passenger. CONTRACTOR will be required to provide proof of insurance for all passengers riding in the vehicle. Non-qualified drivers or non-authorized passengers in the Equipment will serve as grounds for immediate termination of this Agreement.

III.7. CONTRACTOR's Operating Expenses and Requirements.

III.7.A. In General. In addition to other expenses assigned to CONTRACTOR elsewhere in this Agreement, CONTRACTOR agrees to assume responsibility for and pay all operating costs and expenses incident to the operation of said vehicular equipment, including but not restricted to fuel, taxes, oil, lubricants, tires, vehicle repairs, washing of tractor(s), permits, state base plate licenses, license and leasing regulatory fees in the state in which the vehicle(s) is registered, Single State Registration Fees, detention and assessorial services, toll and ferry charges and non-dispatched (whether loaded or empty) mileage.

III.7.B. No Required Purchases. CONTRACTOR is not required to purchase or rent any products, equipment, or services from COMPANY or VAN LINE as a condition to entering into this Agreement. In the event that CONTRACTOR does elect to purchase or rent equipment, products, or services from or through COMPANY, VAN LINE, or any third party, for which the purchase or rental contract gives COMPANY the right to make deductions from CONTRACTOR's settlements, the parties agree to specify the terms of each such contract in **Attachment B**.

III.7.C. Fuel Tax Expense.

III.7.C.1. As to fuel purchased by CONTRACTOR, all fuel sales and use taxes are the responsibility of CONTRACTOR and, to the extent paid initially by

COMPANY shall be deducted from CONTRACTOR's Settlement Compensation in accordance with Attachment B. CONTRACTOR shall provide COMPANY promptly with all properly completed driver logs and miles and fuel by state reports, original fuel receipts (each to be submitted with the corresponding log and miles and fuel by state report indicating the fuel purchase for which the receipt was obtained), and an accurate accounting of all fuel purchases and miles traveled by state. CONTRACTOR agrees that COMPANY (with respect to miles operated under COMPANY's authority) shall be deemed the motor carrier with respect to the Equipment and shall submit, in its own name, all required reports and payments of fuel use taxes owed with respect to the Equipment under this Agreement..

III.7.C.2. COMPANY shall (1) deduct monthly from CONTRACTOR's settlements in accordance with Attachment B any net fuel use tax owed at that time with respect to CONTRACTOR's operations in all taxing jurisdictions combined or (2) credit monthly to CONTRACTOR's settlements any net fuel use tax credit or refund due CONTRACTOR at that time with respect to its operations in all taxing jurisdictions combined. COMPANY shall ensure that CONTRACTOR receives monthly summaries of credits and debits for fuel taxes on a state-by-state basis either on CONTRACTOR's settlement sheets or through separate accountings, at COMPANY's option.

III.7.D. Maintenance and Inspection.

III.7.D.1. COMPANY shall maintain the COMPANY Equipment in a good and safe condition, including ensuring its systematic repair and maintenance, and in compliance with all laws and COMPANY and VAN LINE Safety Policies. CONTRACTOR shall make COMPANY Equipment available for inspection by COMPANY at COMPANY's expense upon reasonable request, plus have the Equipment inspected semi-annually at COMPANY's maintenance facility or at a facility chosen by CONTRACTOR with prior approval and authorization by COMPANY. All semi-annual inspections shall be done at COMPANY'S's expense.

III.7.D.2. CONTRACTOR shall maintain its Equipment in a good and safe condition, including ensuring its systematic repair and maintenance, and in compliance with all laws and COMPANY and VAN LINE Safety Policies. CONTRACTOR shall make its Equipment available for inspection by COMPANY at COMPANY's expense upon reasonable request. CONTRACTOR will ensure its Equipment is semi-annually inspected at CONTRACTOR's expense and a copy of the inspection report is provided to the COMPANY upon request. CONTRACTOR shall maintain systematic records of the inspection, repair, and maintenance of the Equipment and, when requested orally or in writing, promptly forward them to COMPANY.

III.7.E. Overweight and Overdimensional Shipments. Before starting any trip under this Agreement, CONTRACTOR shall determine whether all shipments are in compliance with the size and weight laws of the states in or through which CONTRACTOR will travel and shall notify COMPANY if the Equipment is overweight or in need of permits. CONTRACTOR is responsible for the payment of any fines or penalties that may be assessed against the Equipment, its drivers, or its operation when the violation results from the acts or omissions of CONTRACTOR. Except in such circumstances, COMPANY or VAN LINE, while the Equipment is being operated by or for either of them, shall assume the risks and costs of fines for

overweight and oversize trailers when the trailers are preloaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside of CONTRACTOR's control, and for improperly permitted overdimension and overweight loads and shall reimburse CONTRACTOR for any fines paid by CONTRACTOR. CONTRACTOR shall pay, or reimburse COMPANY, for any expenses or penalties due to CONTRACTOR's failure to weigh each shipment or to notify COMPANY that the vehicle is overweight or in need of permits.

III.7.F. Plate, Permit Fees and Use Taxes. COMPANY will obtain an IRP base plate and necessary licenses and permits for CONTRACTOR and calculate the annual cost of licenses, permits and use taxes which cost will be charged to the CONTRACTOR and deducted from settlements on a monthly basis as authorized in **Attachment B**. Upon termination of this Agreement, COMPANY will cease the monthly charge and retain the license plate for usage by another contractor to the extent possible. CONTRACTOR will pay and be solely responsible for any personal property taxes assessed against the Equipment. IF CONTRACTOR desires, he/she has the option to purchase a license plate and/or permits and to pay use taxes directly to the applicable jurisdiction and not pay these costs to the COMPANY.

III.7.G. Replacement of Plates or Permits. It shall be the responsibility of CONTRACTOR during operation of the Equipment or substitution thereof to pay for any and all expenses accrued for duplication of lost, misplaced, or stolen permits or plates and, in addition, expenses of electronically-ordered permits or other authorities needed and all communications until duplicate plates and permits can be secured as detailed in **Attachment B**.

III.7.H. Re-powering or Handling Overflow of a Shipment. CONTRACTOR agrees to transport tendered shipments in a reasonable and timely manner. If CONTRACTOR does not or cannot complete the delivery of the shipments in such manner, CONTRACTOR shall immediately notify a COMPANY and/or VAN LINE dispatcher by satellite, fax, or other communication. CONTRACTOR shall make all reasonable efforts to complete delivery of shipments he accepts under this Agreement, including obtaining, with COMPANY's and/or VAN LINE's prior approval and at CONTRACTOR's expense, a rental tractor through an approved vendor of COMPANY or of VAN LINE's national account program, and/or a qualified substitute driver, and complete the delivery or, if COMPANY in its sole discretion chooses, COMPANY or VAN LINE shall complete the transportation and delivery of the goods at CONTRACTOR's expense. Also where CONTRACTOR accepts a shipment which, as a result of his act or omission, he cannot completely transport and COMPANY or VAN LINE have to arrange transportation of an overflow shipment, CONTRACTOR shall be responsible for any cost, expense or claims resulting from his act or omission. In either situation, COMPANY is hereby authorized to deduct such expense from CONTRACTOR's Settlement Compensation and/or Reserve Fund as detailed in **Attachment B**.

III.7.I. Communications Equipment. CONTRACTOR shall be required, if COMPANY so indicates in Section 1(b) of **Attachment F** of this Agreement, to furnish and maintain mobile communications equipment that constitutes or, in COMPANY's reasonable judgment, is technically and functionally compatible with the Qualcomm, Inc. OmniTRACS® Mobile Communications System or other system utilized by COMPANY and VAN LINE.

III.7.J. Expenses Charged to COMPANY.

III.7.J.1. Except as provided in Section III.7.J.2 below, CONTRACTOR has no authority to incur any obligation, for any reason, or open any charge account in the name of COMPANY. Should CONTRACTOR incur obligations or open charge

account(s) in the name of COMPANY, CONTRACTOR agrees that COMPANY will deduct such expenses or obligations from CONTRACTOR. If COMPANY elects to pay such expense or obligation, CONTRACTOR authorizes COMPANY to deduct the expense and/or cost of the obligation from CONTRACTOR's Settlement Compensation and/or Reserve Fund and as specified in **Attachment B**.

III.7.J.2. CONTRACTOR may incur expenses or obligations in the name of COMPANY if COMPANY has granted prior approval and issued a corresponding purchase order to the vendor or service provider. CONTRACTOR agrees that COMPANY may deduct such expenses or obligations from CONTRACTOR's Settlement Compensation or Reserve Fund and as specified in **Attachment B**.

III.8. Logs, Shipping Documents and Reports. COMPANY shall have the right to review all of CONTRACTOR's documents and records necessary to determine the accuracy and completeness of the regulatory and/or tax related reports relating to the use of the Equipment and to the services provided under this Agreement, and CONTRACTOR agrees to provide COMPANY and VAN LINE with access to such documents and records upon reasonable notice. In addition, CONTRACTOR agrees to prepare and file with COMPANY or VAN LINE, when the Equipment is being operated at all times, such properly-completed logs and supporting documents (including mileage reports, fuel receipts (each to be submitted with the corresponding log indicating the fuel purchase for which the receipt was obtained), and, if necessary, original toll receipts). CONTRACTOR shall also provide to COMPANY or VAN LINE's physical-examination certificates, accident reports, vehicle-inspection reports, annual certifications of traffic violation, other documents required by applicable laws, rules, regulations, or orders, and any other data, documents, or reports that COMPANY or VAN LINE may designate; including the freight bill and delivery receipt, collected COD charges, inventory with customer's check-off and signature, and certified weight tickets.

III.9. Collections.

III.9.A. CONTRACTOR, as trustee, will collect and account for, in cash or by good certified check or money order payable to COMPANY or VAN LINE while the Equipment is being operated by or for either of them, all monies due them for the transportation of goods, together with any and all charges arising out of or in connection with the transportation, in accordance with bill of lading, shipping contract, or other instructions covering each shipment transported hereunder. CONTRACTOR will promptly remit all collected monies, together with weight tickets and properly signed bills of lading and inventories to the offices of COMPANY or other location as directed by COMPANY. CONTRACTOR is not authorized to extend credit or make any adjustments in any of the items of collection except under applicable prior written authorization from COMPANY or VAN LINE while the Equipment is being operated by or for either of them. CONTRACTOR agrees that no shipment hereunder will be delivered until all applicable C.O.D. and freight-collect charges have been collected in cash, certified check, credit card authorization or money order, and forwarded to COMPANY or designated location, via certified mail or next day/second day delivery, unless otherwise instructed. Any losses whatsoever relative to the return and transmittal of monies so collected shall be borne solely by CONTRACTOR and COMPANY may deduct such amounts from CONTRACTOR's settlement or Reserve Fund as specified in **Attachment B**.

III.9.B. CONTRACTOR expressly agrees that: (1) said monies are the exclusive property of COMPANY or VAN LINE while equipment is in its use, regardless of the status of the account between COMPANY and CONTRACTOR, and may not be used in an offset against claims of CONTRACTOR; and (2) the retention or use by CONTRACTOR of any part thereof

for any purpose whatsoever, other than to pay it over to COMPANY or VAN LINE as herein provided or otherwise authorized in writing by COMPANY, is a misappropriation of COMPANY's and/or VAN LINE's property whether done by CONTRACTOR directly or by any of his agents, and will result in deductions from CONTRACTOR's settlement or reserve account as specified in **Attachment B** or termination of agreement.

IV. COMPENSATION

IV.1. Amount of Compensation. CONTRACTOR's total compensation for the transportation of interstate and intrastate shipments that are registered with Van Line is set forth in **Attachment A**. If CONTRACTOR provides local services to COMPANY the compensation is as set forth in **Attachment G**.

IV.2. Payment. COMPANY will deposit positive settlement balances into a debit card system from which CONTRACTOR may withdraw funds at its discretion.

IV.2.A. Settlement Requirements. COMPANY shall settle with CONTRACTOR, and pay him/her any compensation due under **Attachment A** (and C or other provisions or Attachments of this Agreement, less any charge-backs and other deductions under **Attachment B**, plus any other amounts owed by COMPANY to CONTRACTOR (together referred to throughout this Agreement as "Settlement Compensation"), for services performed under this Agreement within fifteen (15) days after submission of the following accurately and fully-completed and, as applicable, signed documents necessary for COMPANY or VAN LINE to secure payment from the shipper (that is, documents necessary to prove the performance of transportation and related services and to prove the acceptance of such transportation and related services by shipper or consignee), and to substantiate a freight bill covering any shipment on which credit has been extended), including but not limited to: a signed freight bill; delivery receipt; COMPANY or VAN LINE's Bill of Lading or shipper's straight short form Bill of Lading or Government Bill of Lading; Addendum to Bill of Lading; Estimated Cost of Services; High Value Inventory; Inventory Check Off Sheet; Descriptive Inventory(s); Certified Weight Ticket(s) when required by the shipper, by COMPANY's or VAN LINE's tariff, or by law; supporting documents for an accessorial services performed; and Military Form DD619 and/or Military DD619-1; and DD Form 1840; as well as C.O.D. checks and properly-completed driver logs required by DOT, (together "Settlement Documents"). Submission of such Settlement Documents is hereby defined to mean receipt of the document by COMPANY or VAN LINE at COMPANY's principal office or other location designated by COMPANY. COMPANY shall not be required to compensate CONTRACTOR for services evidenced by inaccurate or incomplete documents unless and until such time as the documents are corrected and/or completed. COMPANY shall promptly make any adjustments necessary to correct any mathematical errors or any amount based on documents later determined to be inaccurate. Payment of Settlement Compensation shall be by the method designated by CONTRACTOR in Section 6 of Attachment A, plus any other amounts owed by COMPANY or CONTRACTOR, Payment shall not be made contingent upon submission of a bill of lading to which no exceptions have been taken. Nothing in this Agreement shall prohibit COMPANY and CONTRACTOR from making periodic partial settlement upon completion of shipments, provided that full Settlement Compensation for each such shipment shall be paid to CONTRACTOR within fifteen (15) calendar days after CONTRACTOR's submission of the Settlement Documents for such shipment.

IV.3. Settlement Statements. Either simultaneously with each payment of Settlement Compensation or, at COMPANY's option, at least once every fifteen (15) days, COMPANY shall deliver to CONTRACTOR, a financial statement detailing all payments and settlements since the preceding statement ("Settlement Statement"). This delivery will be by US Mail, personal delivery or electronically.

IV.4. CONTRACTOR'S Access to Freight Documentation. In the event CONTRACTOR's compensation is based on a percentage of revenue for a shipment, COMPANY and VAN LINE shall provide CONTRACTOR, at or before the time of settlement, a copy of the applicable rated freight bill or a computer-generated document containing the same information, or, in the case of contract carriage, any other form of documentation actually used for a shipment containing the same information that would appear on a rated freight bill. When a computer-generated document is provided, CONTRACTOR may view, during normal business hours, a copy of any actual document underlying the computer-generated document. Regardless of the method of compensation, CONTRACTOR may examine, during normal business hours, copies of COMPANY and VAN LINE tariffs or, in the case of contract carriage, other documents from which rates and charges are computed, provided that where rates and charges are computed from a contract, only those portions of the contract containing the same information that would appear on a rated freight bill will be disclosed. COMPANY may delete the names of shippers and consignees shown on the freight bill or other form of documentation. In the event that CONTRACTOR disputes an entry or calculation of credits or debits to his/her Settlement, such dispute must be made in writing within fifteen (15) days of the date of the Settlement on which the contested items appear or should have appeared. If there is not contest or objection filed within that time limit, the Settlement is considered true and correct and CONTRACTOR waives any further right or claim against the COMPANY over each Settlement as presented.

V. CHARGE-BACKS AND OTHER DEDUCTIONS

COMPANY shall deduct from CONTRACTOR's compensation at the time of payment or settlement all expenses, advances, Reserve Fund contributions, taxes, fees, fines, penalties, damages, losses, and other amounts paid, owed, or incurred by COMPANY, or that CONTRACTOR owes to a third party under a purchase or rental contract that, under this Agreement, CONTRACTOR is responsible for, as detailed in **Attachment B** or elsewhere in this Agreement. COMPANY will provide CONTRACTOR through voice or electronic communications information on any pending potential cargo or property claim(s). COMPANY will provide CONTRACTOR with a written explanation and itemization of any or all deductions for cargo or property damage before making them. With respect to all other charge-backs and deductions, COMPANY shall make available to CONTRACTOR, upon request, copies of those documents that are necessary to determine the validity of the charge-back or deduction. Whenever a reference is made in this Agreement to charging back or deducting from CONTRACTOR's Settlement Compensation, and insufficient funds are available to cover the obligation, COMPANY reserves the right, in its sole discretion, to (1) deduct the remaining amount from the CONTRACTOR's next Settlement Compensation, (2) deduct it from CONTRACTOR's Reserve Fund in accordance with **Attachment D**, or (3) bill CONTRACTOR separately for the amount. If, at any time, CONTRACTOR's Settlement Compensation and/or Reserve Fund, is insufficient to cover all sums owed to COMPANY, COMPANY may take all reasonable and appropriate actions to collect any sums due from CONTRACTOR.

VI. LIABILITIES AND INSURANCE

VI.1. Insurance. The respective obligations of the parties regarding insurance shall be as set forth in **Attachment C**. COMPANY's self-insurance or possession of legally required insurance in no way restricts COMPANY's right of indemnification from CONTRACTOR under this Agreement.

VI.2. Indemnification.

VI.2.A. In General. CONTRACTOR agrees to defend (subject to COMPANY's and VAN LINE's right to select counsel), indemnify, and hold COMPANY and VAN LINE harmless from any claim (including any for which COMPANY or VAN LINE is not indemnified by its

insurance and any claim of loss of or damage to the Equipment or to CONTRACTOR's other property) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation (together "Damages") that COMPANY or VAN LINE incurs arising out of CONTRACTOR's (including CONTRACTOR's agents', subcontractors' or employees'), negligence, gross negligence, willful misconduct, or other culpable acts or omissions under this Agreement, including without limitation, violations of COMPANY and VAN LINE Policies and Procedures, industry standards or applicable law. Without limiting COMPANY or VAN LINE from pursuing other methods of collection, CONTRACTOR hereby authorizes COMPANY to deduct all amounts due under this provision from CONTRACTOR's Settlement Compensation or Reserve Fund. If, at any time, CONTRACTOR's Settlement Compensation and/or Reserve Fund, is insufficient to cover all sums owned to COMPANY, COMPANY may take all reasonable and appropriate actions to collect any sums due from CONTRACTOR.

VI.2.B. Claims for Cargo Loss, Damage, Delay, or Residence Damage The following charge backs (deducted from CONTRACTOR's Settlement Compensation) for loss and/or damage claims will be made against CONTRACTOR as described herein and in **Attachment B**.

- (a) Missing Items CONTRACTOR has the absolute responsibility to check off all items at the time of delivery of the shipment with the customer. If this responsibility is not met, VAN LINE and COMPANY cannot defend against claims of missing items. Under this circumstance VAN LINE will charge back COMPANY for missing items up to \$3,500.00. This amount is in addition to charge backs for other loss or damage (see (f)).
- (b) Gross Mishandling If there is gross mishandling of a shipment it will result in higher charge backs for damage claims. Examples of gross mishandling are packing dangerous articles, loading a shipment with vermin, rodents insects, etc., falsifying shipping papers, leaving goods in inclement weather while loading/unloading, and failure to use paper when packing or no padding on the shipment. Charge backs made by the VAN LINE to COMPANY will be charged back by COMPANY to CONTRACTOR up to a maximum of \$3,500.00 per shipment for claims resulting from CONTRACTOR's Gross Mishandling. This amount is in addition to charge backs for other loss or damage (see (f)).
- (c) Delay of Shipment If CONTRACTOR is the cause of delay in the transportation of the shipment, a charge back will be made against CONTRACTOR for 100% of the lodging costs and 50% of the meal cost for the customer up to a maximum of \$350.00 for the shipment.
- (d) Residence Damage CONTRACTOR will be charged back up to \$500.00 for any damage caused to a residence not by a motor vehicle and occurring during loading or unloading.
- (e) Packing Damage resulting from inadequate packing (other than gross mishandling) by CONTRACTOR will result in a charge back to a maximum of \$400.00 to CONTRACTOR per shipment.
- (f) Other Loss or Damage For loss or damage not covered by any of the above, CONTRACTOR will result in a charge back to a maximum of \$400.00 per shipment.

Non-VAN LINE shipments. The above charge backs against CONTRACTOR also apply to any non-VAN LINE shipment that CONTRACTOR transports for COMPANY if loss, damage or delay claims are paid by COMPANY because of the reasons set forth above.

VI.2.C. Claims for Personal Injury and Vehicular Property Loss or Damage to Third Parties. With respect to claims for personal injury (including death) or for vehicular damage to the property (other than cargo) of third parties, CONTRACTOR's indemnification of

COMPANY and VAN LINE under Section VI(2)(A) above shall be limited to those amounts set forth under "Claims" in the table in Section 1 of **Attachment B** or as otherwise set forth in COMPANY and VAN LINE Policies and Procedures..

VI.3. Notice of Claim or Suit. CONTRACTOR shall immediately report any accident or potential personal injury or property damage claim to COMPANY and VAN LINE, if applicable, involving operations or services performed under this Agreement, including CONTRACTOR's written report of such accident or claim. If claim is made or suit is brought against CONTRACTOR arising out of COMPANY's or VAN LINE's operations when the Equipment being operated by or for either of them, CONTRACTOR agrees to forward immediately to COMPANY and VAN LINE every demand, notice, summons, or other process received by CONTRACTOR or CONTRACTOR's representative. COMPANY and VAN LINE agrees to notify CONTRACTOR of any claim(s) and/or suits brought against CONTRACTOR and any settlements resulting from any claim and/or suits while Agreement with CONTRACTOR is still applicable.

VI.4. Assistance and Cooperation of CONTRACTOR. CONTRACTOR agrees upon request to cooperate with COMPANY and VAN LINE with reference to attendance at hearings and trials and assisting in effecting settlements, securing evidence, obtaining the attendance of witnesses, and in the conduct of suits with respect to any legal action, regulatory hearing, or other similar proceeding arising from the operation of the Equipment, the relationship created by this Agreement, or the services performed hereunder. CONTRACTOR shall not, except at CONTRACTOR's own cost or express authorization by COMPANY or VAN LINE, voluntarily make any payment, assume any obligation or incur any expenses other than for such immediate medical and surgical relief to others as may be essential at the time of an accident.

VII. RESERVE FUND

VII.1. CONTRACTOR authorizes COMPANY to establish and administer an escrow fund in accordance with the provisions of Attachment D (referred to throughout this Agreement as "Reserve Fund").

VIII. TERM OF AGREEMENT

VIII.1. Commencement and Termination. As to each piece of Equipment, this Agreement shall begin at 12:01 a.m. Eastern Time, January 1, 2008. Either party may terminate this Agreement at any time for any reason by giving written notice that is effective ten (10) days after the date given unless CONTRACTOR is operating in violation of federal, state or COMPANY safety regulations, in which case COMPANY may terminate this Agreement immediately upon oral notice followed by written notice. The effective date and time of termination shall be as set forth in the written notice of termination issued by either party or in the receipt for Equipment if one is issued by CONTRACTOR, whichever date and time are earlier.

VIII.2. Parties' Obligations Upon Termination.

VIII.2.A. Neither party shall be relieved of any obligation imposed upon it during the effective period of this Agreement by termination and cancellation thereof. If, up to and including the date of termination, one or more events occur that give rise, before or after that date, to a liability or entitlement of CONTRACTOR, or of COMPANY or VAN LINE, under this Agreement, such liability or entitlement shall continue, notwithstanding the termination of this Agreement, until such liability or entitlement is satisfied in full.

VIII.2.B. Upon receipt of any notice of termination from COMPANY, CONTRACTOR shall immediately discontinue all operation under this Agreement, provided, however, that upon request of COMPANY or VAN LINE when equipment is being operated by or for either of them, CONTRACTOR shall complete delivery of any goods that he/she may then have in his/her possession being transported under the terms of this Agreement. Should CONTRACTOR fail or refuse to complete the aforesaid delivery of goods when so requested by COMPANY or VAN LINE, CONTRACTOR hereby authorizes COMPANY to deduct from his/her compensation and/or Reserve Fund, or, at COMPANY's option, shall pay to COMPANY forthwith upon written demand, all costs and expenses (including reasonable attorney's fees) of COMPANY in affecting the aforesaid delivery of goods as described in **Attachment B**.

VIII.2.C. CONTRACTOR shall remove all COMPANY and VAN LINE identification (including symbols, insignia, logos and other trade identification) from the Equipment and, except in the case of identification painted directly on the Equipment, return it to COMPANY, via hand delivery or certified mail (provided that if the identification device has been lost or stolen, a written notice (letter) certifying its removal will satisfy this requirement), together with all of COMPANY's and VAN LINE's property, including trailers, paperwork, satellite communications equipment if applicable, and interior moving equipment, to COMPANY's premises as indicated in II, Vehicular Equipment, (3)(D) above. If CONTRACTOR fails to return COMPANY's, or VAN LINE's property to COMPANY or remove and return all VAN LINE identification from the Equipment (or, if the identification device has been lost or stolen, CONTRACTOR fails to deliver to COMPANY a written notice (letter) certifying its removal) upon termination of this Agreement, CONTRACTOR shall pay COMPANY all expenses (including reasonable attorneys' fees) incurred by COMPANY or VAN LINE in seeking the return of such items, and COMPANY and VAN LINE may pursue all other remedies allowed by law or authorized in the Agreement against CONTRACTOR as described in **Attachments B and D**. Such remedies include withholding CONTRACTOR's last Settlement Compensation payment until CONTRACTOR removes and, except in the case of identification painted directly on the Equipment, returns all of COMPANY's and VAN LINE's identification devices, or delivers to COMPANY a letter certifying that such devices have been removed, and making deductions from any remaining balances in CONTRACTOR's Reserve Fund for the replacement value of COMPANY's and VAN LINE's unreturned property and for other amounts CONTRACTOR owes COMPANY. CONTRACTOR shall also provide COMPANY with a receipt for the Equipment. However, CONTRACTOR's failure or delay in providing such receipt shall not delay or otherwise effect the termination of this Agreement.

IX. MISCELLANEOUS

IX.1. General. The headings used in this Agreement have no substantive effect and are used for convenience. If any provision (including any sentence or part of a sentence) of this Agreement (including its appended attachments and addenda) is deemed invalid for any reason whatsoever, this Agreement shall be void only as to such provision, and this Agreement shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions that shall be as close to the parties' original intent as permitted under applicable law. The failure or refusal of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right. Original or faxed signatures shall be equally valid.

IX.2. Notices. All notices required or permitted by this Agreement shall be in writing (unless expressly permitted elsewhere in this agreement to be done orally) and shall be effective when delivered

personally; when deposited in the United States Mail, with postage prepaid, first class mail, and properly addressed to the other party at the address shown at the end of this Agreement; when deposited with an overnight delivery company, with express charges prepaid, and properly addressed to the other party at the address shown at the end of this Agreement; or when faxed to the other party at the fax number shown at the end of this Agreement. Each party shall be under a continuing duty to provide, in writing, a correct address, telephone number, and fax number to the other.

IX.3. Complete Agreement. This Agreement, including Attachments, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term. If any amendments are to be made in this Agreement, they must be in writing and signed by both COMPANY and CONTRACTOR, except as otherwise provided in **Attachments B and C** with respect to certain changes in charge-backs and other deductions and insurance. All dollar amounts specified in this Agreement are based on U.S. Dollars.

IX.4. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors. CONTRACTOR may not assign or subcontract all or any portion of its obligations to another person without the prior written consent of COMPANY. CONTRACTOR authorizes COMPANY to assign this Agreement to VAN LINE as COMPANY deems necessary to fulfill its obligations as an Agent for VAN LINE. CONTRACTOR warrants that its equipment and personnel will meet the qualifications of the VAN LINE.

IX.5. Dispute Resolution and Applicable Law. CONTRACTOR and COMPANY agree to cooperate fully with each another in resolving any dispute that may arise in connection with this Agreement. [If the parties are unable to resolve a dispute after reasonable effort, the matter may, if both parties thereupon so agree in writing, be referred to non-binding mediation, or either party may resort to litigation. In any mediation, COMPANY will pay all fees and expenses (including meeting-room rental, if necessary) of the single mediator the parties agree on, but each party shall pay its own attorneys' fees and expenses. Such mediation shall take place at such time and location as the parties may agree on]. CONTRACTOR and COMPANY agree that this Agreement shall be governed by the laws of the United States and, except as otherwise provided herein, the State of _____, including the choice-of-law rules of such State. COMPANY and CONTRACTOR hereby consent to the jurisdiction of the state and federal courts of _____.

IX.6. Statement of Lease. COMPANY shall, as set forth in 49 C.F.R. § 376.12(l), keep the original of this Agreement, with a copy to be retained by CONTRACTOR. Pursuant to 49 C.F.R. § 376.11(c)(2), a "Statement of Lease" relating to this Agreement shall be carried on the Equipment for those periods that the Equipment is operated by or for COMPANY under this Agreement.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands this _____
day of _____ 2009 at _____ A.M./P.M.

CONTRACTOR: _____
Name (Typed or Printed)

If Sole Proprietor: _____
Social Security No.

If Corp., Partnership, or LLC: _____
Fed. Taxpayer ID No.

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Title

Address (Street, P.O. Box)

City, State & Zip Code

Telephone Number

Fax Number

Email Address

COMPANY: Berger Transfer & Storage, Inc.
2950 Long Lake Road
St Paul, Minnesota 55113

By: _____
Signature

Title

ATTACHMENT A

PERCENTAGE CONTRACTORS

Interstate and Intrastate

1. The CONTRACTOR will receive a percentage of Net Distributable Line Haul and Net Distributable Accessorial Revenue as follows:

SERVICES/REVENUE	CONTRACTOR'S COMPENSATION
I. TRANSPORTATION SERVICES – HOUSEHOLD GOODS SHIPMENTS	Percentage of Net Distributable Linehaul Revenue
A. CONTRACTOR Supplies Trailer per Section II.3.A	
1. Linehaul Charges – All Shipments except VAN LINE'S Total Price Guarantee (TPG) and Guaranteed Price Reduction (GRR)	54%
2. TPG and GRR Shipments	59%
B. CONTRACTOR Uses COMPANY Trailer	
1. Linehaul Charges – All Shipments except VAN LINE'S TPG and GRR	51%
2. TPG and GRR Shipments	56%
D. Fuel Surcharge	100%
E. Liability Insurance Surcharge	0%
II. ADDITIONAL OR ACCESSORIAL SERVICES – HOUSEHOLD GOODS SHIPMENTS	Percentage of Net Distributable Accessorial Revenue for Specified Revenue
A. Loading and Unloading Charges	90%
B. Bulky Articles Charges	90%
C. Stairs, Elevator and Long Carry Charges	90%
D. Labor Charges (Excluding Loading and Unloading Charges)	95%
E. Shuttle Charges – If CONTRACTOR Supplies Vehicle	85%
F. Waiting Time – Equipment Charges (Except in states with COMPANY Terminal)	75%
G. Packing Labor in Agent's Service Area (100 Miles of Terminal)	50%
H. Unpacking Labor in Agent's Service Area	50%
I. Packing Labor Out of Agent's Service Area	75%
J. Unpacking Labor Out of Agent's Service Area	90%
K. Packing Materials – If purchased by CONTRACTOR and Written Receipt Provided	Cost

No payment shall be made for detention of equipment or for any accessorial services not otherwise indicated above.

2. CONTRACTOR Bonus Program

COMPANY will pay an annual safety, quality, retention and volume bonus of 1%, 1.5%, or 2% against 1099 revenue earned under sections (a) and (b) above to CONTRACTOR at the end of each year if the CONTRACTOR qualifies for the program and accumulates the necessary points under the following criteria;

(i) To qualify for the bonus program, the CONTRACTOR must be under contract with COMPANY for minimum of seven consecutive months and be under contract at the end of the calendar year.

Once a CONTRACTOR qualifies for the program the percentage of bonus awarded is dependent on the number of points earned under these criteria

(ii) CONTRACTOR has no preventable accidents on his/her record for the applicable year. One

(1) point for compliance

(iii) CONTRACTOR was not placed out of service by any government regulating body for any reason (driver, power unit, or trailer) during the calendar year. One (1) point for compliance

(iv) CONTRACTOR has submitted all logs for the year no later than thirty (30) calendar days of the date of the log. One (1) point for compliance.

(v) CONTRACTOR has been settled at a minimum of \$15,000.00 of 1099 gross revenue in each of the following months; June, July, August and September. One (1) point for compliance.

(vi) CONTRACTOR will be awarded two (2) points for total annual claim responsibility that is less than \$250.00 and one (1) point for total claim responsibility that is between \$250.00 and \$1,250.00, Claims include, but are not limited to cargo damage, residence damage, documented missing, and delay claims. Responsibility amount is obtained from entries made during the calendar year documented in the Berger claim system.

CONTRACTOR will be deducted one (1) point if the settlement balance (including notes) is between negative (\$5,000.00) and negative (\$9,999.99) and two (2) points will be deducted if the settlement balance (including notes) is greater than negative (\$10,000.00) at December 31 of the applicable contract year.

A total of four (4) Points under the above system will result in a 1% bonus, five (5) points will result in a 1.5% bonus and six (6) Points will result in a 2% bonus.

Bonus to be distributed within sixty (60) days of the end of each year. 3)

3) Additional Terms that may affect Contractor Revenues.

a) If there are two (2) or more haulers on a shipment, the Net Distributable Linehaul Revenue will be prorated between them on the basis of each contractor's portion of the total Dispatch Miles that each contractor transported the shipment. If two or more contractors divided the shipment by weight, then the weight will be the basis to prorate the Net Distributable Linehaul Revenue.

b) Where a COMPANY shipment is either picked up from or delivered to a COMPANY terminal dock, the CONTRACTOR'S Net Distributable Linehaul Revenue will be reduced by 5% or \$60.00, whichever is greater. However, CONTRACTOR'S minimum compensation will be no less than \$15.00 for each shipment.

c) When a COMPANY shipment is both picked up from and delivered to a COMPANY terminal dock, the CONTRACTOR'S Net Distributable Linehaul Revenue will be reduced by 10% or \$120.00, whichever is greater. However, CONTRACTOR'S minimum compensation will be no less than \$15.00 for each shipment.

d) Rule 19 compensation for Household Goods, Electronics, Displays, New Products and High Value Products will be deducted from and/or paid to the CONTRACTOR at the published rates for the geographical area where the service is performed. Compensation for Accessorial services will be credited to whoever performs the actual service.

f) The Net Distributable Accessorial Revenue derived from export charges will be paid 100% to the CONTRACTOR after any adjustments pursuant to Subsection i) below. The CONTRACTOR will be responsible for all border charges or rental equipment.

h) There is no payment for loading or unloading unless specifically provided for.

i) Some Customer Contracts provide for including certain services at no charge such as increased valuation, debris pick up and other adjustments to revenue set forth in COMPANY and VAN LINE Policies and Procedures. In those instances a deduction for the cost of such services and other adjustments is allocated among the recipients of the revenues on a prorated or other basis. This deduction is shown in the Order Revenue Distribution report.

4. Fuel Surcharge

Fuel surcharges that are assessed and collected from the shipper will be passed on to the CONTRACTOR at 100% of the charge subject to any adjustment pursuant to Section 3 (i).

5. Definitions

These Definitions shall govern the computation of CONTRACTOR'S compensation under the above CONTRACTOR'S Rate Schedule, except to the extent that a change-in-compensation notice to CONTRACTOR pursuant to Section 10 below expressly provides differently.

(a) Customer Invoiced Revenue. The total charge that is **invoiced to the customer**. This is comprised of a number of separate charges that include but are not limited to; (1) Line Haul, (2) Accessorial, (3) Storage in Transit (4) Increased Valuation (5) Payments to third parties for services, (6) Surcharges for Fuel and Insurance, (~!) Applicable taxes and (8) Other Charges. These charges are based upon tariffs, government-tenders, national account contracts, TPG or GRR Shipper contracts or other specific contracts with customers. CONTRACTOR is paid a percentage of the Net Distributable Linehaul or Net Distributable Accessorial Revenues that result from CONTRACTOR'S actual performance of the service.

(b) Net Distributable Linehaul Revenue. The portion of the charge to customer that applies to the physical movement of the shipment from origin to destination by motor vehicle that remains after subtracting the discounts, extractions, a credit card fee of forty percent (40%) of the fee charged by the credit card issuer (if applicable), and other adjustments, set forth in COMPANY and VAN LINE Policies and Procedures, agreements (and related documents) between VAN LINE and COMPANY. It does not include separate loading, unloading or other accessorial services at origin or destination.

(c) Net Distributable Accessorial Revenue: The portion of Accessorial Services charges billed to the customer that remains after subtracting discounts, extractions, a credit card fee of forty percent (40%) of the fee charged by the credit card issuer (if applicable), and other adjustments, set forth in COMPANY and/or VAN LINE Policies and Procedures, agreements (and related documents) between VAN LINE and COMPANY,

(d) Third Party Services. These are services billed to the customer that are provided or performed by someone other than the CONTRACTOR. The CONTRACTOR does not receive any portion of the revenue from these services.

(e) Accessorial Services. Tariff or contractual services performed at origin or destination that are performed by either CONTRACTOR, by the COMPANY or by a Third Party and charged to the Customer. They include, for example, packing, long carry, shuttle, loading and unloading, bulky article charge, etc.

(f) Billed Weight: The weight at which a shipment is actually billed to the VAN LINE or COMPANY customer, as shown in the VAN LINE or COMPANY computer system at the time the customer is billed, or the time the shipment paperwork is processed on a COD shipment, whichever is later.

(g) Dispatch Miles. The distance traveled, calculated on a point-to-point basis using the Rand McNally Mileage Guide, a zip code based or such other mileage guide subsequently used by COMPANY and/or VAN LINE to determine charges ("Mileage Guide"), for the dispatched route authorized by COMPANY.

(h) Fuel Surcharge: A fuel-related cost price adjustment, using a fuel price adjustment factor, when the cost of diesel fuel (using the national U.S. average price per gallon, as reported monthly by the U.S. Department of Energy, Energy Information Administration's (EIA) survey) reaches the amount per gallon then in effect as the guideline that results in a charge for a fuel-related cost price adjustment. The applicable fuel price adjustment factor to be applied when a Fuel Surcharge is in effect shall be calculated as provided in the Tariff or national account contract applicable to the shipment being hauled.

(i) Liability Insurance Surcharge Revenue: A liability insurance-related price adjustment, based upon COMPANY and VAN LINE Policies and Procedures, agreements (and related documents) between VAN LINE and COMPANY, tariffs, government tenders, bid documents, and/or national-account or other contracts with specific shippers, relocation companies, or other customers, which is billed to the customer.

(j) Order Revenue Distribution. A COMPANY report supplied, or made accessible, to CONTRACTOR at time of settlement that sets forth the CONTRACTOR'S compensation and allocation of Customer Invoiced Revenue.

6. Shipment Revenue Information – Calculation by VAN LINE. Once COMPANY, as hauling agent, has delivered a shipment and VAN LINE has received all necessary billing information and paperwork:

(a) For Household Goods Shipments. Where compensation to COMPANY is based upon revenue billed to the Customer, VAN LINE'S computer system will calculate the actual charges to be billed to the customer and the portions of these charges that will constitute Net Distributable Linehaul or Accessorial Revenue, and other charges, with respect to the shipment. Where compensation to COMPANY is based upon a per mile, VAN LINE Total Price Guarantee ("TPG") programs, single factor rate contracts, or other mileage rate and on all non VAN LINE affiliated carrier and freight forwarder shipments, VAN LINE will calculate the compensable mileage, handling, accessorial services, or other transportation charges upon which COMPANY'S compensation from VAN LINE is based;

(b) For SPD Shipments. Where compensation to COMPANY is based upon a per mile rate, VAN LINE will calculate the compensable mileage, handling, accessorial services or other charges upon which COMPANY'S compensation from VAN LINE is based. Where compensation to COMPANY is based upon line haul, transportation revenue or similar weight and distance based tariff, single contract or other contract carriage based transportation rates, VAN LINE'S computer system will calculate the actual charges to be billed to the customer.

7. Registered Shipment Information. At the time COMPANY offers a shipment to CONTRACTOR and where CONTRACTOR'S compensation for services on the shipment is based, in whole or in part, on a percentage of revenue billed to the customer, COMPANY shall communicate to CONTRACTOR, in person, orally, or by written or electronic means, "Registered Shipment Information" for the shipment, if applicable to COMPANY'S and CONTRACTOR'S compensation. "Registered Shipment Information" is generated from VAN LINE'S computer system and, at minimum, sets forth the VAN LINE'S estimated net Line Haul or estimated mileage and weight, customer, and origin and destination for a particular shipment. Registered Shipment Information amounts will frequently vary from the amounts later billed to customers because of under- or over-estimates of the weight of the shipment or the need to furnish services in a volume, or of a kind, different from what was originally estimated. CONTRACTOR'S compensation shall be computed, not from the Registered Shipment Information, but from actual billable mileage, TPG, VAN LINE mileage and rate policies, or other mileage rate. Customer Invoiced Revenue, Net Distributable Linehaul Revenue and Net Distributable Accessorial Revenue.

8. Access to Explanatory Documents. To assist CONTRACTOR in reviewing COMPANY'S computation of CONTRACTOR'S compensation and other payments, COMPANY shall furnish CONTRACTOR, at or before the time of settlement, with an Order Revenue Distribution report that contains the Net Distributable Linehaul Revenue and Net Distributable Accessorial Revenue on Customer Invoiced Revenue for each order transported by CONTRACTOR and the application of CONTRACTOR'S percentages to Net Distributable Linehaul Revenue and Net Distributable Accessorial Revenue that resulted from services performed by CONTRACTOR. In addition, COMPANY shall provide CONTRACTOR, upon request at any time during normal business hours, with access to the relevant COMPANY or VAN LINE Policies and Procedures, tariffs, government tenders, or other bid documents, and national-account or 'other contracts with specific-shippers, relocation companies, or other customers from which rates and charges are computed. Specifically, if CONTRACTOR requests assistance in tracing amounts shown in the pre-delivery Registered Shipment Information (*see* Section 7 above), the post-delivery Shipment Revenue Information (*see* Section 6 '*above*'), or his/her settlement sheets to the underlying tariffs, COMPANY and VAN LINE Policies and Procedures, agreements (and related documents) between VAN LINE and COMPANY, government tenders, bid documents and

contracts, available via VAN LINE'S computer system. COMPANY shall provide such assistance to enable CONTRACTOR to access the computer data.

9. Change in Compensation. If a rate, percentage, amount, or rule set forth in this Attachment will be changing, CONTRACTOR will be provided a proposed addendum containing the change at least thirty (30) calendar days in advance by hand, fax, overnight delivery, or other written notice. If CONTRACTOR wishes to continue operating on behalf of COMPANY, he/she shall sign the addendum and, by the effective date and time shown on the addendum, either fax or otherwise deliver the signed addendum to the authorized representative of the COMPANY or both send a fax or satellite communication to COMPANY consenting to the change in compensation and, as soon thereafter as possible, fax, mail, or otherwise deliver the signed addendum to COMPANY. If neither of these actions is taken, the addendum shall operate as a notice of termination under Section VIII.1 of this Agreement, and this Agreement shall terminate as of the date and time set forth on the addendum, provided that, in such event, CONTRACTOR shall not be subject, either before or after termination, to the change(s) proposed in the addendum.

This ATTACHMENT A, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective

[CHECK ONLY ONE BOX]:

☐ At the date and time set forth in Section VIII.I of the Agreement.

☐ At ____ m., Eastern Time, _____, _____, 200 ____.

CONTRACTOR: _____

COMPANY: Berger Transfer & Storage, Inc.

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

Attachment B

CHARGE-BACKS AND OTHER DEDUCTIONS

1. List of Charge-Backs and Other Deductions. CONTRACTOR hereby authorizes COMPANY to charge back or deduct the items in the table below or otherwise set forth in the Agreement from his/her Settlement Compensation or other amounts COMPANY owes CONTRACTOR at CONTRACTOR'S next settlement (together referred to throughout this Agreement as CONTRACTOR'S "Settlement Compensation"). If CONTRACTOR'S Settlement Compensation proves insufficient, CONTRACTOR hereby authorizes COMPANY to deduct such items from his/her Reserve Fund established under **Attachment D** of this Agreement. If, at any time, CONTRACTOR'S Settlement Compensation and/or Reserve Fund, is insufficient to cover all sums owed to COMPANY, COMPANY may take all reasonable and appropriate actions to collect any sums due from CONTRACTOR. Where no dollar figure is listed in the table below, the deductions will vary in amount and will be computed as indicated in the column headed "Amount, or Method of Computation, of Deduction." Except as expressly stated in this Agreement (a) COMPANY shall charge CONTRACTOR no administrative ("admin.") fee or markup not already incorporated by a third party vendor into the charge back amount and (b) COMPANY shall credit CONTRACTOR with all rebates, discounts, credits, or refunds that correspond to particular charge-backs or deductions and that COMPANY receives while this Agreement is in effect or, in the case of taxes and fees, even after this Agreement is terminated.

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Advances of not yet earned Settlement Compensation requested by CONTRACTOR	Amount of money transferred by COMPANY to CONTRACTOR'S designated account by electronic transfer of funds.
	Association Membership Fees	Where CONTRACTOR is a member of an association which requires CONTRACTOR to pay a membership fee (including the National Association of Independent Truckers ("NAIT")), COMPANY may, if it so elects, deduct CONTRACTOR's membership fee and forward it to such association on CONTRACTOR's behalf (\$11.00 per month for NAIT).
	Authorization to Pay if CONTRACTOR elects, by so specifying in writing, to have COMPANY deduct amounts from CONTRACTOR'S Settlement Compensation and pay the amounts to the persons (other than CONTRACTOR) specified.	Amount(s) CONTRACTOR specifies to be paid, plus any third-party electronic-funds-transfer or transaction fees
	Cash-on-Delivery ("C.O.D.") freight revenue from shippers, sublease carriers, or others that was not collected, or was collected but not remitted, by CONTRACTOR to COMPANY when such actions were required by this Agreement	Amount of freight revenue not collected, or collected but not remitted, to COMPANY in violation of this Agreement plus interest at the rate of one and one half percent (1 ½%) per month or highest rate allowed by applicable state law, whichever is less, for each month or part thereof, until revenue is paid to COMPANY

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Claims - Cargo loss, damage, or delay , or for non-Equipment-caused property loss or damage to third parties	The exact amount to be computed based upon the claims section of the VAN LINE's Rules and Regulations and/or COMPANY and VAN LINE Policies and Procedures up to: 1. \$3,500.00 per claim of the amount COMPANY or VAN LINE paid to claimant for missing items under Section VI.2.B(a); 2. \$3,500.00 per claim of the amount COMPANY or VAN LINE paid to claimant for items damaged due to gross mishandling under Section VI.2.B(b); 3. 100% of lodging costs and 50% of meal costs of claimant up to a maximum of \$350.00 per shipment under Section VI.2.B(c); 4. \$500.00 per claim of the amount COMPANY or VAN LINE paid to claimant for residence damage not caused by a motor vehicle under Section VI.2.B(d); 5. \$400.00 per claim of the amount COMPANY or VAN LINE paid to claimant for damage resulting from inadequate packing (other than gross mishandling) under Section VI.2.B(e); and 6. \$400.00 per claim of the amount COMPANY or VAN LINE paid to claimant for all other items under Section VI.2.B(f). In addition, CONTRACTOR shall be responsible for CONTRACTOR'S proportional share of any applicable claims fee of \$20.00 per claim
	Claims - Personal injury (including death) to third parties	The amount COMPANY or VAN LINE paid to claimant for injury, loss or damage up to the maximum amount of \$500.00.
	Claims - Equipment caused property loss or damage (non-cargo) to third parties	The amount COMPANY, or VAN LINE paid to claimant for injury, loss or damage up to the maximum amount of \$500.00 per claim.
	Claims - Trailer loss or damage (other than ordinary wear and tear)	Deduction will be as follows; (i) <u>Top and Undercarriage</u> . CONTRACTOR will be responsible for the full extent of any damage to the top and "belly box" of the trailer and will pay COMPANY for repairs or replacement as needed. (ii) <u>Other Damage</u> . For all other damage that is caused to the trailer by the negligence of CONTRACTOR or its employees, the CONTRACTOR shall be responsible to pay for the damage up to \$1,000.00 per occurrence.
	Collection costs	Amount COMPANY pays a collection agency to collect past-due amounts under Agreement § III.9
	Deficit payment: Amounts deducted to retire debt to COMPANY from previous settlement(s) without interest	Amount CONTRACTOR owes COMPANY

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Drug and alcohol tests for Driver of Equipment under this Agreement.	Amount COMPANY paid for follow up drug testing to an outside vendor
	Earnings Correction - Credit to, or deduction from, CONTRACTOR'S Settlement Compensation to reflect difference between the amount originally billed to the shipper and the amount ultimately collected from the shipper after correction of any errors on the bill	Amount credited or deducted will be determined by applying CONTRACTOR'S compensation rate(s) from Attachment A of this Agreement to the difference between the amount originally billed to the shipper and the amount ultimately collected from the shipper after correction of any errors on the bill.
	Express mail or other package delivery services if CONTRACTOR charges them to COMPANY's account with the delivery service vendor	Amount COMPANY paid to U.S. Postal Service or other package delivery service vendor
	Fines, penalties , and related court costs, attorneys' fees, and other legal expenses	Amount COMPANY paid or otherwise incurred in connection with fines or penalties for which Agreement §§ III.7 makes CONTRACTOR responsible. And penalties assessed against CONTRACTOR by VAN LINE
	Fuel and Mileage Taxes	Fuel taxes assessed and paid by COMPANY shall be computed on a monthly basis by COMPANY for each state for each tractor and shall be charged to CONTRACTOR according to the miles traveled in the state divided by COMPANY average in that state. Actual gallons purchased are subtracted and deficit multiplied by applicable state tax rate to determine deduction. If calculation is negative and COMPANY can use this negative to reduce its tax payment on a fleet basis, CONTRACTOR shall receive a credit for that portion of its surplus payment.
	Fuel purchases	1. If CONTRACTOR purchases fuel from COMPANY, the then current fuel price charged by COMPANY will be deducted For fuel purchases otherwise charged to the COMPANY, that amount plus any administrative fees charged by third party supplies will be deducted.
	Garnishment orders (including but not limited to child-support orders) by courts and tax liens against CONTRACTOR or COMPANY compensation	Amount COMPANY paid in compliance with any lawfully issued order or lien, a copy of which COMPANY shall supply to CONTRACTOR at or before the first deduction relating to it, plus an admin. fee to COMPANY (the amount to be determined by the law of the jurisdiction issuing the order or lien, or, if such state does not address admin. fees, the law of the State identified in §IX.5 of this Agreement.

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Insurance coverages CONTRACTOR elects, via the CERTIFICATE OF INSURANCE in Attachment C and by executing a COMPANY International “Passenger Authorization Program Enrollment Form,” to have COMPANY facilitate or that COMPANY maintains at its expense because CONTRACTOR failed to provide proper evidence of the purchase or maintenance of the required coverages under Attachment C , § 4	The costs to be deducted are the amounts that the insurer(s) charges for the required and optional coverages CONTRACTOR selected (and for those required coverages with respect to which CONTRACTOR failed to provide COMPANY proper evidence of CONTRACTOR’S purchase and maintenance of them), including, where indicated, a mark-up to COMPANY’S or VAN LINE’S affiliated insurance company and/or an admin. fee to COMPANY. The costs are subject to possible increases (<i>see Attachment C</i> , § 6).
	Licensing (base plate fees) and Permit Fees , if CONTRACTOR elected, by so indicating in Section 2 below, to obtain Plate through COMPANY or VAN LINE.	One-twelfth (1/12) of the License plate costs and permits applicable to the Equipment will be charged to CONTRACTOR each month. At an amount determined by the costs of the plate and permits at the time CONTRACTOR operates under the Agreement.
		.
	Loan payments if CONTRACTOR elects, by so indicating on Attachment L , to borrow from COMPANY to cover cost of maintenance, repairs, or other expenses	Weekly payments based on ten percent (10%) of 1099 revenue earned by CONTRACTOR each settlement period.
	Maintenance, repairs, and parts that CONTRACTOR elects to purchase from COMPANY or third-party maintenance providers	Amount COMPANY or VAN LINE paid maintenance provider or COMPANY’S standard charges for services performed and parts purchased for CONTRACTOR.
	Operating expenses not otherwise listed in this table for which CONTRACTOR is responsible under Agreement § III.7.J	Amount COMPANY, or VAN LINE paid or otherwise incurred. For use of Advance card to pay for maintenance, repairs, or tires, <i>see</i> “Advances (Advance Card)” above.
	Repainting and marking Equipment pursuant to Agreement § II.2.C.	Amount COMPANY paid or otherwise incurred pursuant to Agreement § III.7D.
	Re-powering or Handling the Overflow of a Shipment	Amount COMPANY paid or otherwise incurred for a rental tractor and related expenses and/or to complete the transportation and delivery of the goods
	Reserve Fund contributions by CONTRACTOR	See Attachment D
	Satellite communications equipment installation and related charges , if CONTRACTOR elected to have COMPANY furnish and install a Qualcomm, Inc. All Star Mobile Communications System in the Equipment pursuant to Attachment F	If CONTRACTOR fails to return equipment upon termination of this Agreement in the condition received, reasonable wear and tear excepted, \$3,600 will be deducted from settlements or Reserve Fund.
	Satellite messaging usage fee for unlimited messaging pursuant to Attachment F	Amount COMPANY or VAN LINE paid outside vendor Qualcomm, Inc. based on monthly fixed messaging usage charges OF \$55.00 per month and any variable usage charges assessed by vendor. <i>See Attachment F</i> .

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Single-State Registration System fees	The amount to be charged to CONTRACTOR for SSRS fees shall be cost to the VAN LINE or cost to COMPANY to register the Equipment, including any administrative cost. COMPANY shall deduct the entire sum charged by VAN LINE in a lump sum at the time of Equipment registration or SSRS renewal.
	Termination-related expenses pursuant to Agreement § VIII, including reasonable attorneys' fees, involved in seeking the return of, replacing, or having to forego refunds, credits, or sale proceeds relating to COMPANY's base plates, permits, identification, and other property, including trailers, paperwork, satellite communications equipment and freight	Amount COMPANY paid or otherwise incurred
	Tire purchases if CONTRACTOR elects to purchase tires at discount from retail prices through COMPANY'S or VAN LINE's National Account Programs.	Amount paid to tire vendor.
	Tolls for highways, bridges, tunnels, ferries, and other facilities	Amount COMPANY paid to the toll authorities except to the extent Attachment B entitles CONTRACTOR to full or partial reimbursement by COMPANY
	Trailer expense that Section II.3 of this Agreement makes the responsibility of CONTRACTOR	Amount COMPANY paid or otherwise incurred
	Transportation, detention, and accessorial charges not collected from shipper because CONTRACTOR failed to provide the required documentation from shipper	Amount COMPANY was unable to collect from shipper, plus amount COMPANY incurred to collect unpaid charges from shipper
	Trip completion charges for completing a trip CONTRACTOR undertakes but do not complete for any reason (including its dropping a load at a facility COMPANY operates or utilizes rather than at the consignee's location), pursuant to Agreement § III.7.I.	Amount COMPANY paid or otherwise incurred to complete the trip. If non-completion is excusable in COMPANY's reasonable judgment, a reasonable payment will be made to CONTRACTOR for the portion of the trip it made
	Trip leasing payments to COMPANY if CONTRACTOR elects to use the Equipment to handle trip-leased loads .	Ten percent (10%) of the gross trip revenue for all shipments transported by CONTRACTOR during any trip lease.
	Uniforms for CONTRACTOR and his/her drivers and helpers	After initial supply provided by COMPANY the amount to be charged shall be set forth in COMPANY's or third party's Uniform Price List provided to CONTRACTOR.
	Use, Weight-Distance, and Other Taxes	Amount COMPANY or VAN LINE pays on behalf of CONTRACTOR for highway use, weight and distance and/or personal property taxes due upon CONTRACTOR'S operations or Equipment.

CODE	CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Contractor Administrative Services	Twenty-Five Dollars (\$25.00) per week for processing payments to third parties, advancing funds to Contractor in excess of amounts due in settlement, Contractor safety and highway tax compliance and technology access.

2. Changes In Existing Deduction Items. If any deduction item, amount, or method of computation on the above table will be changing, whether at CONTRACTOR'S request or on COMPANY's initiative, CONTRACTOR will be so notified on his/her next settlement sheet or by other written notice. **Such modified items, amounts, or methods shall replace and supersede those shown in the table above. A change shall take effect on the date indicated on the settlement sheet or other written notice from COMPANY, provided that if CONTRACTOR notifies COMPANY in writing of any objection within thirty (30) calendar days after such notice is deemed given under Section VIII.1 of this Agreement and the parties are then unable to resolve the matter, the change shall be rescinded as to CONTRACTOR back to its effective date (with any necessary credit or deduction made on CONTRACTOR'S next settlement sheet) and the parties shall each have the right to terminate this Agreement immediately thereafter.** Even after the thirty-day period, CONTRACTOR retains his/her right to terminate this Agreement in accordance with the procedures set forth in Section VIII.1 of this Agreement, although CONTRACTOR shall remain subject to the change from the effective date of the change until the effective date and time of the termination of this Agreement.

3. Information Regarding Deductions. COMPANY shall provide CONTRACTOR with a written explanation and itemization of any deductions for cargo or property damage before making them. With respect to all other charge-backs and deductions, COMPANY shall make available to CONTRACTOR, upon request, copies of those documents.

This ATTACHMENT B, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective [CHECK ONLY ONE BOX]:

- ☐ At the date and time set forth in Section VIII.1 of the Agreement.
☐ At _____ m., Eastern Time, _____, 200_____.

CONTRACTOR: _____ **COMPANY:** _____

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

Attachment C

INSURANCE

1. COMPANY's Insurance Obligations. COMPANY and VAN LINE shall maintain public liability, property damage, and cargo insurance in such amounts as are required by the U.S. Department of Transportation ("USDOT") regulations promulgated under 49 U.S.C. § 13906 and applicable state regulatory agencies and the insurance coverages applicable to COMPANY contained in the COMPANY and VAN LINE Policies and Procedures. COMPANY's or VAN LINE's possession of such insurance, however, shall in no way affect its right of indemnification from CONTRACTOR as provided for in this Agreement. CONTRACTOR acknowledges that COMPANY, as an insured, may, and CONTRACTOR hereby authorizes COMPANY on behalf of CONTRACTOR to, waive, set limits for, or reject no-fault, uninsured, and under-insured motorist coverage from COMPANY's and VAN LINE's insurance policies and programs.

2. CONTRACTOR's Insurance Obligations. CONTRACTOR shall maintain, at his/her sole expense, all of the following minimum insurance coverages during the term of this Agreement as set forth in sections 2 and 3 of this **Attachment C**.

a. Off-Dispatch/Non-Trucking Liability Insurance ("Bobtail").

1. Insurance Policy. CONTRACTOR shall procure, carry, and maintain public liability and property damage insurance which shall provide coverage to CONTRACTOR whenever the Equipment is not being operated on behalf of COMPANY or VAN LINE in a combined single limit of not less than one million dollars (\$1,000,000) for injury or death to any person (including a passenger) or for damages to property in any one occurrence, with no deductible.

2. Policy Requirements.

A. The policy must:

- (a) List COMPANY, VAN LINE, and SIRVA, Inc. as additional insureds, utilizing an Additional Insured Endorsement form acceptable to COMPANY and VAN LINE;
- (b) Provide that COMPANY, VAN LINE, and SIRVA, Inc. be granted at least thirty (30) days' notice of modification, cancellation, or non-renewal, with any such notice to be sent to at its address at the end of this Agreement and to VAN LINE and SIRVA, Inc., Attn: Risk Management, 700 Oakmont Lane, Westmont, IL 60559;
- (c) Provide fleet Automatic coverage for any new, replacement or additional vehicle used by CONTRACTOR to provide services under this AGREEMENT; and
- (d) Provide all no-fault coverages required by the COMPANY's or CONTRACTOR's state of domicile, whichever is greater, including, but not limited to Personal Injury Protection (PIP) and Personal Injury Insurance (PPI)

B. All coverages under the policy shall be no less comprehensive than the coverages COMPANY and/or VAN LINE will facilitate on CONTRACTOR's behalf if CONTRACTOR so chooses, as provided in Section 5 of this **Attachment C**.

C. All coverages under the policy (as stated in the provisions of the Additional Insured Endorsement required by Section 3 of this **Attachment C**) shall be primary to any other insurance that may be available from or through COMPANY, VAN LINE, or SIRVA, Inc.

3. Certificate of Insurance. CONTRACTOR shall furnish COMPANY and VAN LINE as applicable an acceptable Certificate of Insurance together with a copy of the Additional Insured Endorsement page(s) to CONTRACTOR's policy, which shall include the provisions required by Section 3 of this **Attachment C**, and that are signed by an authorized representative of CONTRACTOR's insurer, for each of COMPANY's and VAN LINE's verification before operating the Equipment under this Agreement.

4. CONTRACTOR's Responsibility. CONTRACTOR shall be responsible for all deductible amounts, any claims not covered by the insurance policy and for any loss or damage in excess of the policy limit.

5. Right to Change Due to Market Fluctuations. COMPANY reserves the right to change the limits (or other criteria) of coverage set forth in this Agreement as amended from time to time based on transportation insurance market (availability/pricing) fluctuations via notice to CONTRACTOR under Section 6 of this Attachment.

b. Workers' Compensation and Occupational Accident and Employer's Liability Insurance.

1. Workers' Compensation Insurance Coverage. CONTRACTOR shall, to the extent required or permitted by law, provide statutory workers' compensation insurance coverage (or occupational accident insurance coverage pursuant to Section 2(b)(2) below where both state law allows and COMPANY approves) for CONTRACTOR and those of his/her drivers, helpers, employees, subcontractors, other personnel and agents including casual labor, required to be principally covered, and in amounts not less than the statutory limits provided for under, the applicable state workers' compensation law of CONTRACTOR's state of domicile. The workers' compensation insurance policy shall provide principal coverage in the state in which CONTRACTOR is domiciled (which state, if CONTRACTOR is a resident of North Carolina or Colorado, shall be deemed to be North Carolina or Colorado respectively), and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington, West Virginia, and Wyoming. CONTRACTORS domiciled in any of the five foregoing states shall have state-based coverage. As evidence of such coverage, CONTRACTOR shall provide COMPANY with a copy of the insurance policy declarations page for COMPANY's verification before operating the Equipment under this Agreement. In addition, the workers' compensation policy must:

A. Provide that COMPANY, VAN LINE, and SIRVA, Inc. be granted at least thirty (30) days' notice of modification, cancellation, or non-renewal, with any such notice to be sent to at its address at the end of this Agreement and to VAN LINE and SIRVA, Inc., Attn: Risk Management, 700 Oakmont Lane, Westmont, IL 60559;

B. Be endorsed to reflect that coverage applies to CONTRACTOR (as a sole proprietor, partner or LLC member) in addition to his/her drivers, helpers, employees, subcontractors, other personnel, and agents (including casual labor).

C. Include an Extended Protection Endorsement to cover CONTRACTOR, COMPANY and VAN LINE for any Claim or expenses incurred as a result of a claim made by CONTRACTOR, his/her drivers, helpers, employers, subcontractors, other personnel and agents (including casual labor) in a monopolistic workers' compensation state or province.

2. Occupational Accident/Contingent Liability/Facility of Payment Coverage. CONTRACTOR may, as an alternative to obtaining workers' compensation coverage, obtain an occupational accident insurance policy that includes either an endorsement or a separate policy provision whereby an admitted insurer provides, or agrees to provide, workers' compensation coverage that becomes effective for a claim by CONTRACTOR alleging employee status, but CONTRACTOR may elect this alternative ONLY IF:

A. CONTRACTOR either:

(a) Is the sole owner, and the sole and exclusive operator, of the Equipment, or

(b) Has employees and the state in which CONTRACTOR is domiciled both exempts CONTRACTOR from maintaining workers' compensation coverage of himself/herself and CONTRACTOR's employees and protects COMPANY from being considered the employer of either CONTRACTOR or CONTRACTOR's employees;

B. The state in which CONTRACTOR is domiciled is not Colorado, Nevada, New Jersey, New York, South Carolina, or North Carolina; and

C. COMPANY approves the coverage.

3. Employer's Liability Coverage. CONTRACTOR shall also provide Employer's Liability coverage with limits at least equal to the minimum required by CONTRACTOR's state of domicile.

4. Comprehensiveness of Coverages. Such statutory workers' compensation, employer's liability and, if applicable, occupational accident, coverages shall be no less comprehensive than the coverages COMPANY may facilitate on CONTRACTOR's behalf if CONTRACTOR so chooses, as provided in Section 5 of this Attachment.

5. Certificate of Insurance. As evidence of such workers' compensation and employer's liability and, if applicable, occupational accident, coverage, CONTRACTOR shall provide COMPANY with an acceptable Certificate of Insurance signed by an authorized representative of CONTRACTOR's insurer for COMPANY's verification before operating the Equipment under this Agreement.

c. Physical Damage Insurance. In addition to the insurance coverages required under this Agreement, it is solely CONTRACTOR's responsibility to procure, carry, and

Independent Contractor Operating Agreement

Page C-4

maintain any physical damage (collision, other than collision and/or specified perils) insurance coverage that CONTRACTOR may desire for the Equipment. As provided in VI, Liability and Insurance, of this Agreement, CONTRACTOR agrees to indemnify and hold COMPANY harmless with respect to loss of or damage to CONTRACTOR's Equipment or other property, and COMPANY has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to CONTRACTOR's Equipment or other property.

3. Requirements Applicable To All CONTRACTOR Insurance Coverages.

a. Qualifications of Insurance Carriers. CONTRACTOR shall procure insurance policies providing the above-described coverages solely from insurance carriers that are rated at least "A-" by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of COMPANY), and CONTRACTOR shall not operate the Equipment under this Agreement unless and until COMPANY and VAN LINE has determined that the policies are acceptable (COMPANY's and VAN LINE's approval shall not be unreasonably withheld).

b. Required Contents of Insurance Certificate. CONTRACTOR shall furnish to COMPANY and VAN LINE written certificates of insurance obtained from CONTRACTOR's insurance carrier or carriers

1. Specifying --

A. The name of the insurance carrier;

B. The policy number(s);

C. The effective date of the policy or policies;

D. The amounts and types of coverage; and

E. The deductible amount for each type of coverage for which CONTRACTOR may be liable;

F. The expiration date; and

G. The signature of a duly authorized representative of the insurer(s).

2. Which, with the exception of the Physical Damage coverages, shall name COMPANY, VAN LINE, and SIRVA, Inc. as additional insureds or provide an alternate employers endorsement, as applicable; and

3. Showing that written notice of cancellation, modification, or non-renewal of the policy shall be given to COMPANY, VAN LINE, and SIRVA, Inc. at least thirty (30) days prior to such cancellation, modification, or non-renewal.

c. Required Contents of Additional Insured Endorsement. CONTRACTOR shall furnish to COMPANY and VAN LINE a copy of the written Additional Insured endorsement(s) obtained from CONTRACTOR's insurance carrier or carriers specifying:

Independent Contractor Operating Agreement

Page C-5

1. That it is agreed that subject to the terms and conditions contained in the policy of insurance, the insurance afforded by the policy of insurance shall also extend to the following as additional insured(s):

AGENT: Berger Transfer & Storage
2950 Long Lake Road
St. Paul, MN 55113

Allied Van Lines
700 Oakmont Lane
Westmont, IL 60559

SIRVA, Inc.
700 Oakmont Lane
Westmont, IL 60559;

2. That the coverage provided under the policy of insurance to the additional insured(s) shown above shall only apply to liability of the additional insured(s) arising out of and as a result of the actions and operations of the named insured; and

3. That such coverage is provided in compliance with the Insurance Requirements of the additional insured(s); that in accordance with those Requirements, that it is agreed that the coverage under the policy of insurance will be primary with regard to bodily injury or property damage to which the coverage under the policy of insurance applies, that is, caused by an accident and resulting from the ownership, maintenance or use of a covered vehicle.

4. CONTRACTOR Liable If Required Coverages Are Not Maintained.
CONTRACTOR agrees to defend, indemnify, and hold COMPANY and VAN LINE harmless from any direct, indirect, or consequential loss, damage, claim, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation, that COMPANY and/or VAN LINE incurs arising out of CONTRACTOR's failure to maintain the insurance coverages required by this Agreement. In addition, CONTRACTOR, on behalf of CONTRACTOR's insurer, expressly waives all subrogation rights against COMPANY and VAN LINE, and, in the event of a subrogation action brought by CONTRACTOR's insurer, CONTRACTOR agrees to defend, indemnify, and hold COMPANY and VAN LINE harmless from such claim.

5. Availability of COMPANY-Facilitated Insurance.

a. CONTRACTOR May Opt for COMPANY-Facilitated Insurance.
CONTRACTOR may, if he/she so chooses by initialing one or more boxes in the right-hand column of the attached "CERTIFICATE OF INSURANCE," authorize COMPANY to facilitate on CONTRACTOR's behalf the insurance coverages required by this Agreement, in which case COMPANY shall deduct from CONTRACTOR's Settlement Compensation due under this Agreement amounts reflecting all of COMPANY's expense in obtaining and administering such coverage, as indicated in **Attachment B** to this Agreement.

b. Automatic Authorization If Required Coverages Not Maintained. If CONTRACTOR fails to provide proper evidence of the purchase or maintenance of the insurance required above, COMPANY is authorized but not required to obtain such insurance at CONTRACTOR's expense and deduct from CONTRACTOR's Settlement Compensation all of COMPANY's expense in obtaining and administering such coverage on CONTRACTOR's behalf, as indicated in **Attachment B**. If acceptable evidence of insurance required by this agreement is not provided to COMPANY and/or VAN LINE within thirty (30) days of the effective date of this Agreement, COMPANY and/or VAN LINE, at their respective options, shall take the following actions:

1. Remove all subject units of Equipment from COMPANY's and VAN LINE's service until such time as all requirements are met, but for a period not to exceed thirty (30) days; at the end of that time period, VAN LINE will disqualify CONTRACTOR from its service and COMPANY shall terminate all applicable agreements with CONTRACTOR; or

2. COMPANY will procure the required coverage, collect the applicable cost of any such insurance coverage(s) by a deduction from the CONTRACTOR's settlement and/or Reserve Fund, and remit the premium to the insurance carrier from which such coverage was obtained.

c. Neither COMPANY Nor VAN LINE Is In Business Of Selling Insurance. CONTRACTOR recognizes that neither COMPANY nor VAN LINE is in the business of selling insurance, and any insurance coverage requested by CONTRACTOR from COMPANY is subject to all of the terms, conditions, and exclusions of the actual policy issued by the insurance underwriter selected by CONTRACTOR or by COMPANY if such coverage has been obtained pursuant to Section 5(b) above.

d. Certificate Of Insurance. COMPANY shall ensure that CONTRACTOR is provided with a certificate of insurance (as required by 49 C.F.R. § 376.12(j)(2)) for each insurance policy under which CONTRACTOR has authorized COMPANY to facilitate insurance coverage from the insurance underwriter (each such certificate to include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the cost to CONTRACTOR for each type of coverage, and the deductible amount for each type of coverage for which CONTRACTOR may be liable), and COMPANY will provide CONTRACTOR with a copy of each policy upon request.

6. Changes In Cost Or Other Details Of Coverages. If COMPANY is facilitating any insurance coverages for CONTRACTOR pursuant to Section 5 of this Attachment and the cost to CONTRACTOR for, or other details of, a coverage changes from the information listed in the attached "CERTIFICATE OF INSURANCE" or **Attachment B** of this Agreement, CONTRACTOR will be provided a proposed addendum containing the change at least thirty (30) calendar days in advance by hand, fax, overnight delivery, or other written notice. If CONTRACTOR wishes to accept the changes, he/she shall sign the addendum and, by the effective date and time shown on the addendum, either fax or otherwise deliver the signed addendum to COMPANY or both send a fax or satellite communication to COMPANY consenting to the change in coverage and/or cost and, as soon thereafter as possible, fax, mail, or otherwise deliver the signed addendum to COMPANY. If CONTRACTOR does not wish to accept the changes, CONTRACTOR must provide proof of his own insurance coverage in accordance with Section 2 and 3 of this **Attachment C** by the effective date and time in the addendum.

This ATTACHMENT C, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective *[CHECK ONLY ONE BOX]*:

☐ **At the date and time set forth in Section VIII.1 of the Agreement.**

☐ **At _____ m., Eastern Time, _____, _____, 200____.**

COMPANY: _____ **CONTRACTOR:** _____

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Date

Date

CERTIFICATE OF INSURANCE

(Provided to CONTRACTOR pursuant to 49 C.F.R. § 376.12(j)(2))
(Not as Required by Insurance Laws of Any State.)

**CONTRACTOR hereby evidences CONTRACTOR's elections by placing
CONTRACTOR's initials in the right-hand column below:**

TYPE OF COVERAGE	INITIAL TO REQUEST COVERAGE
<p>1. <u>Off-Dispatch/Non-Trucking Liability Insurance ("Bobtail"):</u></p> <p><i>Name of Insurer:</i></p> <p><i>Policy No:</i></p> <p><i>Effective Date(s) of Coverage:</i></p> <p><i>Amount of Coverage: \$ per</i> <i>Current Cost to CONTRACTOR : \$ per Unit of Equipment per .</i></p> <p><i>Deductible for Which CONTRACTOR Is Liable: \$ per</i></p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>2. <u>Workers' Compensation and Employer's Liability Insurance:</u></p> <p><i>Name of Insurer:</i></p> <p><i>Policy No:</i></p> <p><i>Effective Date(s) of Coverage:</i></p> <p><i>Amount of Coverage: \$ per</i></p> <p><i>Current Cost to CONTRACTOR: [(Including COMPANY's Administrative Fee)]:</i> <i>\$ per Driver per .</i></p> <p><i>Deductible for Which CONTRACTOR Is Liable: \$ per</i></p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

TYPE OF COVERAGE	INITIAL TO REQUEST COVERAGE
<p>3. Physical Damage (Collision) Insurance:</p> <p><i>Name of Insurer:</i></p> <p><i>Policy No:</i></p> <p><i>Effective Date(s) of Coverage:</i></p> <p><i>Amount of Coverage: \$ per</i></p> <p><i>Current Cost to CONTRACTOR: \$ per Unit of Equipment per .</i></p> <p><i>Deductible for Which CONTRACTOR Is Liable: \$ per</i></p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>4. <u>Occupational Accident/ Contingent Liability/Facility of Payment Insurance with Alternate Employer and Extended Protection Endorsements:</u></p> <p><i>Name of Insurer:</i></p> <p><i>Policy No:</i></p> <p><i>Effective Date(s) of Coverage:</i></p> <p><i>Amount of Coverage: \$ per</i></p> <p><i>Current Cost to CONTRACTOR :[(Including COMPANY's Administrative Fee)]: \$ per Driver per .</i></p> <p><i>Deductible for Which CONTRACTOR Is Liable: \$ per</i></p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

This CERTIFICATE OF INSURANCE is agreed to by the undersigned parties, and COMPANY hereby provides it to CONTRACTOR, effective [CHECK ONLY ONE BOX]:

- ☐ At the date and time set forth in Section VIII.1 of the Agreement.
☐ At _____ m., Eastern Time, _____, _____, 200____.

COMPANY: _____ **CONTRACTOR:** _____

By: _____ By: _____
Signature Signature

Printed Name Printed Name

Date Date

Attachment D

RESERVE FUND

As authorized by the Agreement, COMPANY shall establish and administer a Reserve Fund, which CONTRACTOR and COMPANY agree shall be governed by the following terms and conditions:

1. **Principal.** The amount of principal to be held in the Reserve Fund shall be a minimum of Two Thousand dollars (\$2,000.00), which amount is to be deducted from CONTRACTOR's Settlement Compensation at seventy-five dollars (\$75.00) per week beginning with the first week after CONTRACTOR begins providing services under this Agreement. If, at any time, the principal amount in the Reserve Fund falls below \$2,000.00 CONTRACTOR authorizes COMPANY to deduct from CONTRACTOR's Settlement Compensation seventy-five dollars (\$75.00) until the principal amount is replenished. In addition, if CONTRACTOR requests that COMPANY make payments to third parties on its behalf for specific matters such as truck financing or lease payments or payments of other CONTRACTOR debt obligations that requires payment over time, COMPANY will make weekly transfers from CONTRACTOR'S settlements into the Reserve Fund to meet these payment obligations. The payment of these CONTRACTOR obligations out of the Reserve Fund will be offset against the weekly transfers into the fund before calculating the balance in the Reserve Fund against which interest is paid.

2. **Specific Items To Which Reserve Fund May Be Applied.** The Reserve Fund shall be held by COMPANY to guarantee the performance of CONTRACTOR's obligations under this Agreement (including any attachments thereto). The specific items to which the Reserve Fund shall apply are all advances, expenses, taxes, fees, fines, penalties, damages, losses, or other amounts paid, owed, or incurred by COMPANY, or owed by CONTRACTOR to a third party under a purchase or rental contract, that are CONTRACTOR's responsibility under the Agreement -- specifically, the charge-back and deduction items set forth in Attachment B and other attachments (hereafter "Reserve Items") -- to the extent that the amounts owed by CONTRACTOR for such Reserve Items exceed CONTRACTOR's earned and payable Settlement Compensation at the time of any settlement or final accounting. If, at any time, CONTRACTOR's Settlement Compensation and/or Reserve Fund, is insufficient to cover all sums owned to COMPANY, COMPANY may take all reasonable and appropriate actions to collect any sums due from CONTRACTOR.

3. **Accountings.** While the Reserve Fund is under COMPANY's control, COMPANY shall provide an accounting to CONTRACTOR, no less frequently than monthly on CONTRACTOR's settlement sheets or separately, of all transactions involving the Reserve Fund, including the amount and description of any deduction from or addition to it. In addition, upon CONTRACTOR's request at any time, COMPANY shall provide CONTRACTOR with an accounting of any Reserve Fund transaction.

4. **Interest.** COMPANY shall pay interest to CONTRACTOR on the Reserve Fund on a monthly basis ("interest period") beginning with receipt of the first CONTRACTOR contribution of principal. The interest rate shall be established on the date the interest period begins and shall be equal to the average per-annum yield of 91-day, 13-week U.S. Treasury bills, as established in the weekly auction by the Department of Treasury, divided by 365 days and multiplied by the number of days in the interest period. For purposes of calculating the balance of the Reserve Fund (as of the final day of the interest period) on which interest is paid, COMPANY may deduct a sum equal to the average advance made to CONTRACTOR during the interest period. Such average advance shall be computed by taking the aggregate dollar amount of all COMPANY advances (including all charge-backs and other deductions)

made to the CONTRACTOR during the interest period and dividing by the number of such advances. In addition the offset in paragraph will be applied.

5. Final Settlement. To have any remaining balance in the Reserve Fund returned following termination of the Agreement, CONTRACTOR must first comply with all of the specific obligations set forth in Section VIII of this Agreement, and make payments to COMPANY for all Reserve Items. At the time of the return of any remaining balance in the Reserve Fund, COMPANY may deduct monies for all Reserve Items. Such deductions shall be limited to amounts COMPANY actually spends, incurs, or owes to a third party, or that CONTRACTOR owes to COMPANY or a third party under a purchase or rental contract, before termination of this Agreement or, with respect to any CONTRACTOR obligation triggered by termination, including any expenses (including reasonable attorneys' fees) incurred by COMPANY in seeking the return of its identification devices and other property, all amounts COMPANY actually spends, incurs, or owes to a third party upon termination or within forty-five (45) days thereafter. COMPANY shall not make deductions from the Reserve Fund for items for which, by the end of forty-five (45) days after termination, neither CONTRACTOR nor COMPANY has yet made an expenditure or incurred a quantified, legally binding obligation to pay. COMPANY shall provide a final accounting to CONTRACTOR of all such final deductions made from the Reserve Fund within forty-five (45) days from the date of termination of the Agreement.

6. Return of Reserve Fund Balance. In no event shall the Reserve Fund, less any final deductions pursuant to the above provision, be returned to CONTRACTOR later than forty-five (45) days from the date of termination of the Agreement. COMPANY's use, or post-termination return to CONTRACTOR, of any balance in the Reserve Fund shall not constitute a waiver of COMPANY's right to recover, through arbitration or other available legal means, any additional amounts CONTRACTOR owes, or comes to owe, COMPANY under this Agreement.

This ATTACHMENT D, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective [CHECK ONLY ONE BOX]:

- ☐ At the date and time set forth in Section VIII.1 of the Agreement.
☐ At _____ m., Eastern Time, _____, _____, 200____.

CONTRACTOR:_____

COMPANY:_____

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

Attachment E

DESCRIPTION OF EQUIPMENT

CONTRACTOR Tractor/Straight Truck Equipment

Unit No.

Year

Make

VIN (Serial No.)

CHASSIS WEIGHT WITHOUT EQUIPMENT: _____ LBS.

UNLADEN WEIGHT WITH EQUIPMENT: _____ LBS.

GROSS VEHICLE WEIGHT: _____ LBS.

EQUIPPED PER CONTRACT SPECIFICATIONS: YES ☐ NO ☐

SLEEPER CAB: YES ☐ NO ☐ TANDEM AXLES YES ☐ NO ☐

SINGLE WHEELS: YES ☐ NO ☐ DUAL WHEELS: YES ☐ NO ☐

OVERALL TRACTOR DIMENSIONS

LENGTH: _____ FT. _____ IN. HEIGHT: _____ FT. _____ IN. WIDTH: _____ FT. _____ IN.

WHEELBASE: _____ FT. _____ IN.

DATE OF PURCHASE _____

This ATTACHMENT E, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective

☐ At _____ m., Eastern Time, _____, _____, 200____.

CONTRACTOR: _____

COMPANY: _____

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

Attachment F
COMMUNICATIONS EQUIPMENT

QUALCOMM Unit Charges.

a. Monthly Fixed Access Fee. If CONTRACTOR elects to have COMPANY arrange for furnishing, and installation as needed, of a QUALCOMM Unit, CONTRACTOR agrees to pay (in addition to the Monthly Variable Use Charge set forth in Section 1(b) below) a flat monthly Fixed Access Fee of fifty-five dollars (\$55.00), beginning the first day of the month following installation and activation. The Monthly Fixed Access Fee covers installation and rental of the QUALCOMM Unit(s) identified below as well as maintenance of all components, periodic driver manual updates, and system support and development, but not including certain repairs and other expenses described below.

b. Monthly Variable Usage Charge. Regardless of whether CONTRACTOR furnishes his/her own MCS or elects instead to have COMPANY arrange for the installation of a QUALCOMM Unit in the Equipment, CONTRACTOR also acknowledges and agrees that (in addition to any Monthly Fixed Access Fee) if COMPANY is charged a Monthly Variable Usage Charge such charge will be passed on to the CONTRACTOR. If CONTRACTOR exceeds the maximum Variable Usage Charge and the COMPANY is charged for this fee, the CONTRACTOR will pay such charge.

c. Removal of QUALCOMM Unit Without Consent. If CONTRACTOR removes the QUALCOMM Unit from the Equipment without COMPANY'S prior written consent, CONTRACTOR shall owe COMPANY (a) the Monthly Fixed Access Fee for every full or partial calendar month until termination of this Agreement, or until the QUALCOMM Unit is returned to COMPANY, whichever is later, and any flat base Monthly Variable Usage Charge for the remainder of the calendar month in which the removal took place.

d. Re-Installation Expense. In the event CONTRACTOR replaces the unit(s) of tractor Equipment, CONTRACTOR shall bear the expense of removal and re-installation of the QUALCOMM Unit(s) in CONTRACTOR'S replacement Equipment and hereby authorizes COMPANY to deduct all such expense from CONTRACTOR'S Settlement Compensation and/or Reserve Fund.

e. QUALCOMM Unit Loss or Damage. CONTRACTOR shall be responsible for the return of each QUALCOMM Unit to COMPANY immediately upon any request from COMPANY or the termination of this Agreement, in accordance with Section VIII of this Agreement. A qualified technician selected by COMPANY shall remove the QUALCOMM Unit. CONTRACTOR shall pay normal de-installation expense and hereby authorizes COMPANY to deduct all such expense from CONTRACTOR'S Settlement Compensation and/or Reserve Fund. If the QUALCOMM Unit is lost, damaged as a result of CONTRACTOR'S negligence, or not returned upon request or upon termination of the Agreement, CONTRACTOR hereby authorizes COMPANY to deduct from CONTRACTOR'S Settlement Compensation and/or Reserve Fund or, if necessary, to collect additional payments from CONTRACTOR in the sum of \$3,600.00, together with all collection costs, including reasonable attorneys' fees. COMPANY shall not be responsible for any loss or damage to CONTRACTOR'S Equipment arising or resulting from the installation, use, or removal of the QUALCOMM Unit.

2. **CONTRACTOR's Charges to Settlement Statement.** All billing will be done on a full calendar-month basis and not pro-rated for partial months. CONTRACTOR hereby authorizes COMPANY to deduct all QUALCOMM Unit Monthly Fixed Access Fees, and QUALCOMM Unit Monthly Variable Usage Charges from CONTRACTOR's Settlement Compensation and/or Reserve Fund. If, at any time, CONTRACTOR's Settlement Compensation and/or Reserve Fund, is insufficient to cover all sums owed to COMPANY, COMPANY may take all reasonable and appropriate actions to collect any sums due from CONTRACTOR.

3. **Qualcomm Identification Number**

THIS ATTACHMENT F, which completely replaces and supersedes any earlier attachment, addendum, or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective *[CHECK ONLY ONE BOX]*:

- ☐ At the date and time set forth in Section VIII.1 of the Agreement.
☐ At _____ m., Eastern Time, _____, _____, 200_____.

CONTRACTOR: _____

COMPANY: _____

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

Attachment G
Contractor's Local Compensation Schedule

Local services are those services that are performed within 100 miles of COMPANY'S facilities. Shipments that are beyond that distance as either interstate or intrastate will be compensated under Attachment A. In addition, for other services that are not otherwise listed here, refer to Attachment A. The following compensation rates are based upon CONTRACTOR providing a Trailer or a straight truck. If CONTRACTOR utilizes a Trailer supplied by COMPANY the compensation is three percent (3%) less than shown below.

Local Moving (private, government, military and national account)

- Invoiced rate for labor.....56%
- Invoiced rate for contractor supplied vehicles.....56%

Office and Industrial Moving

- Invoiced rate for labor.....56%
- Invoiced rate for contractor supplied vehicles.....56%

Storage related services

(Pickup and delivery for interstate and intrastate storage-in-transit at the current discounted or contract rates)

- Drayage.....56%
- Rule 19, G-11, or pick and hold.....56%
- Exact pack.....56%
- Warehouse handling (goods vaulted at residence).....56%.

Special Products

(Pickup and delivery for distribution for data processing equipment, high-value products, and other items that may be processed through this division.)

- Pick up or delivery fee.....56%

Packing/Unpacking

Collected packing and/or unpacking labor
charges.....50%

A receipt for purchased material is required for reimbursement

**International Origin and Destination Services (Private, Government, Military,
National Account)**

Origin Service

- Surface and Air Shipments:.....56%

- Service includes carton pack at residence, required inventories, export wrap of all unpacked items for loading into steamship container or wooden liftvans at residence, or drayage to our warehouse for loading into liftvans if conditions warrant.

Destination Service (Air and Surface Freight)

- Surface and Air Freight.....56%
Service includes delivery, unpack, assembly, and debris removal

CONTRACTOR _____ Berger Transfer & Storage, Inc.

By _____

Attachment H

VAN LINE'S POLICIES AND PROCEDURES

1. VAN LINE Rules and Regulations
2. VAN LINE Safety Policies and Guidelines
3. VAN LINE Driver Qualification Standards
4. VAN LINE Drug Abuse and Alcohol Misuse Driver Information Booklet
5. VAN LINE Vehicle Marking Graphics Standards
6. VAN LINE Hauling Policies
7. VAN LINE Fuel Taxes Brochure
8. VAN LINE Vehicle Registration Procedures
9. Mileage Guides
 - a. Rand McNally MileMaker®
 - b. Household Carrier Bureau Mileage Guides
 - c. PC*Miler® Mileage Guide
10. VAN LINE Zip Code Schedules

THIS ATTACHMENT H, which completely replaces and supersedes any earlier attachment, addendum or other provisions of this Agreement relating to the same objects, is hereby agreed to by the parties as of the latest date set forth below.

CONTRACTOR: _____

COMPANY: _____

By: _____
Signature

By: _____
Signature

Authorized Representative's Name (Typed or Printed)

Authorized Representative's Name (Typed or Printed)

Title

Title

Date

Date

EQUIPMENT RECEIPT

RECEIPT FOR POSSESSION OF CONTRACTED VEHICLE(S)

Received from _____ (“CONTRACTOR”)
Printed Name of CONTRACTOR

the following EQUIPMENT in good order:

TRACTOR

Trailer

COMPANY Unit No.

Year

Make and Model

Serial (VIN) No.

covered by the Independent CONTRACTOR Operating Agreement between CONTRACTOR and

_____, (“COMPANY”), dated _____.

EQUIPMENT received on _____, 200____, at _____ : _____ o'clock _____ M., at _____

_____ in _____, _____
Location City State

By: _____
COMPANY representative's signature

Printed Name _____

RECEIPT FOR RETURN OF CONTRACTED VEHICLE(S)

Received from COMPANY the EQUIPMENT described above in good order.

EQUIPMENT received on _____, 200____, at _____ : _____ o'clock _____ M., at _____

_____ in _____, _____
Location City State

By: _____
CONTRACTOR representative's signature

Printed Name _____

STATEMENT OF LEASE

To the extent provided by the Independent CONTRACTOR Operating Agreement entered into with _____ (“CONTRACTOR”) on _____, 20__ (“ICOA” or “lease”), this Equipment is being operated by Berger Transfer & Storage, Inc. (“COMPANY”), under either its own operating authority MC-35358 interstate or various intrastate authorities or, as a non carrier hauling agent of Allied Van Lines, Inc. (USDOT No. 76235) under Allied Van Lines, Inc. interstate and intrastate operating authorities and/or under Allied’s intrastate operating authority. CONTRACTOR is the Equipment’s “owner,” as the latter term is defined by 49 C.F.R. § 376.2(d). The ICOA provides that the ICOA will remain in effect until terminated by a party and includes no restrictions relative to the commodities to be transported. The original of the ICOA is kept by COMPANY, at its headquarters address, shown below.

The undersigned parties to the ICOA agree that, pursuant to 49 C.F.R. § 376.1 l(c)(2), A COPY OF THIS “STATEMENT OF LEASE” IS TO BE CARRIED ON THE EQUIPMENT DURING ALL PERIODS THAT, PURSUANT TO THE ICOA, THE EQUIPMENT IS BEING OPERATED BY OR ON BEHALF OF COMPANY AND/OR ALLIED VAN LINES, INC.

CONTRACTOR:
COMPANY: Berger Transfer & Storage, Inc.

 Name (Typed or Printed)

 By: _____
 Signature

 By: _____
 Signature

 2950 Long Lake Road
 St. Paul, Minnesota, 55113
 651-634-3450
 Telephone Number

 Address (Street, P.B. Box)

 City, State & Zip Code