



**319 N 3<sup>rd</sup> Street, Suite 200  
Wilmington, NC 28401**

**P.O. Box 2789  
Wilmington, NC 28402-2789**

**Phone: 910-356-1132**

**Summit Logistics Group, LLC** is a transportation company providing carrier and broker services. We are confident that Summit Logistics Group, LLC can offer you a single source solution for all your transportation needs, along with the proper resources to help grow your business through an optimized logistics program. We can provide a full support structure that will not only incorporate the logistics experience needed in this business, but also the hands-on customer support rarely offered by trucking companies and other 3PLs in the industry. This allows your people to focus on their top priorities and the company to focus on other revenue generating activities.

The unique value in the customized services we offer starts with dedicated managers who have extensive transportation knowledge and who take a genuine interest in the success of every load we commit to. Also, each load planner is supported by a team of training, administrative, and customer service specialists who access cutting-edge technologies to deliver point-to-point coverage on every account.

We are very interested in initiating a partnership with your company and have enclosed a company packet for your review. Please keep in mind that we work closely with each of our clients to tailor a program that is specifically designed to your needs, offering the greatest growth potential for your company and the lowest effective cost.

As you review the attached profile outlining our firm's professional services, you will see how we are substantially different than most other companies in the specialized transportation services industry.

Please keep in mind the following advantages of our services as you search for the best partner for your transportation needs:

- Around the clock availability and visibility to the customer with a dedicated staff of highly trained Transportation Specialists and planners, we will be available for the customer 24 hours a day, 7 days a week, 365 days a year, and provide the customer with the highest level of service.

- Vigilant tracking of the experienced motor carriers we work with who are satellite-tracked or immediately reachable by cell phone. All motor carriers are required to check-call with us twice a day, first before 9 am EST and again between 4 and 5 pm EST.
- Fair and competitive pricing programs.
- We become an extension of your management style and traffic program.
- Broad carrier base – **Summit Logistics Group** has contractual relationships with a range of motor carriers that operate fleets as large as 500+, to single owner operators. Each company is thoroughly evaluated before approval as part of our strict carrier process. We rigorously qualify our carriers and constantly measure their performance.

Please reply by mail or call us with any needs you might currently have or to begin reviewing your load requirements.

**Nathan Ball**  
**Director of Operations**  
**Summit Logistics Group, LLC**



Summit Logistics Group Customer Packet

Credit and Billing Information

Customer Name: \_\_\_\_\_ Yrs. In Business: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ D&B Number: \_\_\_\_\_

Max Load Volume: \_\_\_\_\_ Credit Requested: \_\_\_\_\_ Payment Terms: Net 30

Billing Information:

A/P Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please check one for each answer:

Do you pay upon delivery of load? \_\_\_\_\_  Yes \_\_\_\_\_  No

Do you require EDI Transmission? \_\_\_\_\_  Yes \_\_\_\_\_  No

How would you prefer your invoices? \_\_\_\_\_  Email \_\_\_\_\_  Fax

Do you require your PO # on your invoices? \_\_\_\_\_  Yes \_\_\_\_\_  No

Do you require a copy of your Rate Con with the Freight Bill?  Yes \_\_\_\_\_  No

Are your loads pallet exchanges? \_\_\_\_\_  Yes \_\_\_\_\_  No

Does your company pay for Lumpers? \_\_\_\_\_  Yes \_\_\_\_\_  No

\*\*\*Please send at least four Credit references with your packet.

\*\*\*Please attach your Bank reference with your packet.





## CUSTOMER PACKET

### BROKER/SHIPPER AGREEMENT

This agreement, "Agreement", made and intended to be effective this (the) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *Summit Logistics Group LLC* having offices at 319 North 3<sup>rd</sup> Street, Wilmington, NC 28401 (BROKER) and \_\_\_\_\_ (SHIPPER), having offices at \_\_\_\_\_ collectively, the "PARTIES".

#### RECITALS:

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-995171-B, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority is attached as Appendix A and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and

B. WHEREAS SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

#### AGREEMENT:

1. TERM: Subject to paragraph 12, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one-year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. SERVICE: BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix C.

#### 3. RESPONSIBILITY:

- a. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling or security requirements, for any shipment.

4. FREIGHT CARRIAGE: BROKER warrants that it has entered, or will enter a bilateral written contract of carriage with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state laws and regulations and shall include the following provisions:

- a. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable

federal, state, and local laws relating to the provision of its services including, but not limited to:

1. Transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. S172.800, S173, and S397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials.
  2. Security regulations.
  3. Owner/Operator Lease regulations.
  4. Loading and Securement of Freight regulations
  5. Implementation and maintenance of drive safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations.
  6. Sanitation, Temperature, and Contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers.
  7. Implementation and Maintenance of Equipment Safety Regulations.
  8. Maintenance and control of the means and methods of transportation including, but not limited to, performance of its drivers.
- b. Carrier shall agree to defend, indemnify, and hold Broker and Shipper harmless from all damages, claims and losses arising out of its performance of the Contract, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, to the fullest extent permissible under applicable federal and state law.
- c. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- d. Carrier shall agree to always maintain during the term of the contract, insurance coverage with limits not less than the following:

*	Auto Liability	\$1,000,000
*	Cargo Liability	\$100,000
*	Worker's Compensation	as Required by Law

Broker shall verify that each carrier it utilizes in the performance of this Agreement has insurance as defined above.

- e. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq, shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- f. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's undisputed invoice within 30 days of the receipt of the bill of lading or proof of delivery and invoice, provided Carrier's is not in default under the terms of this Agreement. If Broker has not paid Carrier's undisputed invoice as agreed, and Carrier has complied with the terms of this Agreement, Carrier may seek payment from the Shipper or other party responsible for payment after giving Broker 15 business days advance written notice. Carrier shall not seek payment from Shipper or any other Party responsible for payment if Shipper or such other Party can prove payment to Broker.

Carrier shall agree that, at no time during the term of its contract with Broker shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an "Unsatisfactory" safety rating, it shall immediately notify Broker. Broker shall not knowingly utilize any carrier with an "Unsatisfactory" safety rating in the performance of this Agreement.

Carrier shall agree that the terms and conditions of its contract with Broker shall apply on all shipments its handles for Broker. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.

Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

Broker further warrants its will require proof of insurance and operating authority from each Carrier and, should Broker utilize the services of any Carrier or other broker on Shipper's behalf, which Carrier and/or Broker utilize the services of any Carrier or other broker on Shipper's behalf, which Carrier and/or Broker does not have proof of insurance and/or operating authority, Broker agrees to indemnify and hold harmless Shipper from all legitimate claims not paid by the Carrier, including but not limited to cargo loss and damage claims.

For shipments outside of the United States, the terms in Foreign Shipments Appendix D of this Agreement shall apply.

5. RECEIPTS AND BILLS OF LADING: If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of BROKER's name on the Bill of

Lading shall be for SHIPPER convenience only and shall not change BROKER's status as the property broker. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. PAYMENTS: BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix D, attached, and any written supplements or revisions that are mutually agreed to between both PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to SHIPPER and SHIPPER's payment to BROKER. SHIPPER agrees to pay BROKER's invoice within 30 days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless of whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, Consignee, or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER, Consignee, or other responsible party against such liability.

7. CLAIMS:

- a. FREIGHT CLAIMS: SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage, or damage. For purpose of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.C above. The carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by SHIPPER of the increased value prior to shipment pickup with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage, or delay in the transportation of SHIPPER's property unless caused by BROKER's negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER. In no event shall BROKER or BROKER's Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage, or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type, and approximate amount of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.
- b. ALL OTHER CLAIMS: The PARTIES shall notify each other of all known material details within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims and shall update each other promptly hereafter as more information becomes available. Civil action, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. INSURANCE: BROKER agrees to procure and maintain at its own expense, always during the term of this Agreement, the following insurance coverage amounts:

- a. Comprehensive General Liability Insurance           \$ 1,000,000  
  (Covering bodily injury and property damage)
- b. Contingent Cargo Insurance                                 \$ 250,000

BROKER shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

9. SURETY BOND: BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$ 75,000 and furnish SHIPPER with proof upon request.

10. HAZARDOUS MATERIALS: SHIPPER and BROKER shall comply with all applicable law and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800, § 173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify, and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. HOMELAND SECURITY: As applicable to each, respectively, BROKER and SHIPPER shall comply with state and federal Homeland Security related laws and regulations.

12. DEFAULT: Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.

13. INDEMNIFICATION: Subject to the insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions, or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions, or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 13, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

14. ASSIGNMENT/MODIFICATIONS OF AGREEMENT: Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

15. SEVERABILITY/SURVIVABILITY: In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

16. INDEPENDENT CONTRACTOR: It is understood between BROKER and SHIPPER that BROKER is not an agent for the Carrier or SHIPPER and shall remain, at all times, an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

17. NONWAIVER: Failure of either party to insist upon performance of any of the terms, conditions, or provisions of this Agreement, or to exercise any right or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

18. NOTICES: Unless the PARTIES notify each other in writing of a change of address, all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

**(BROKER)**

Summit Logistics Group, LLC

Attn: Nathan Ball

Title: Director of Operations

Address: 319 N 3<sup>rd</sup> Street

Suite 200

Wilmington, NC 28401

Phone: 910-356-1132

Fax: 910-225-4703

**(SHIPPER)**

Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

19. FORCE MAJEURE: Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER. Provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. CHOICE OF LAW AND VENUE: All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a Court of Law or in Arbitration, shall be governed by the construed and enforced in accordance with the law of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

21. DISPUTE RESOLUTION: (Choose one option below. Both parties must initial the selected option)

a. ARBITRATION: \_\_\_\_\_ SHIPPER,  X  BROKER

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be to arbitration within two (2) years from the date of the alleged loss. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the party filing the complaint. Upon agreement of the PARTIES, arbitration proceedings may be conducted

outside of the administrative control of the TAM, AAA, or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a Court of Competent Jurisdiction. The prevailing party shall be entitled to recovery of the event further legal action is taken to enforce the award of arbitrators. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

b. COMBINATION ARBITRATION/LITIGATION: \_\_\_\_ SHIPPER, X BROKER

“Subject to the time limitations set forth in par 7 above, for disputes where the amount in controversy exceeds \$ 1,000, the parties shall have the right, but not the obligation, to select litigation to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses, and reasonable attorney fees, including but not limited to any incurred-on appeals.”

c. LITIGATION: \_\_\_\_ SHIPPER, X BROKER

In the event of a dispute arising out of this Agreement, the Party’s sole recourse shall be litigation, which shall be filed in accordance with paragraph 20 above within two (2) years from the date of the alleged loss. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action of injunctive relief.

22. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, express, or implied, with respect to the subject matter hereof. Any modifications to this contract, as published and copy righted by TIA and NITL, shall be highlighted or italicized and initialed by both PARTIES to be valid. The PARTIES FURTHER INTEND THAT IS Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF: The PARTIES hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates first above written.

SHIPPER

Broker

\_\_\_\_\_

Summit Logistics Group LLC

Printed Name

Printed Name

\_\_\_\_\_

Nathan Ball

Signature/ Title

Signature/ Title

\_\_\_\_\_

Director of Operations

Address

Address

\_\_\_\_\_

319 N 3<sup>RD</sup> Street, Suite 200

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