

Pegasus Transportation Solutions, LLC
HQ: 2980 NE 207th ST – PH, Aventura, FL, 33180
OPS and Accounting
288 S Main St, Suite 200, Alpharetta, GA, 30009
O: 954-368-9600 F: 888-447-7079

Instructions: Please complete and fax or email back to: carriers@loadpegasus.com or Fax: 8884077079

1. Completed profile
2. Copy of the brokerage authority: Company name and address on insurance certificate must match name and address on authority
3. Completed W-9 or W-8 form
4. Signed Co-Broker Agreement with all pages initialed.
5. Insurance certificate showing proof of insurance amounts below and naming Pegasus Transportation Services, LLC as additional insured with the address:
 - a. Contingent Cargo Insurance in the amount of not less than \$100,000 per occurrence.
 - b. Contingent Auto Liability Insurance in the amount of \$1,000,000 per occurrence.
 - c. Commercial General Liability in the amount of \$1,000,000 per occurrence.

Contract set-up/activation questions-Please contact carriers@loadpegasus.com or call 888-491-7007.

Invoicing

Submit invoices with signed POD to: accounting@loadpegasus.com or Pegasus Transportation Services, LLC, Attn: Accounting, 288 S Main St, Suite 200, Alpharetta, GA, 30009

Accounts payable questions-please contact accounting@loadpegasus.com or call 888-491-7007.

Profile

A. Broke Information

Broker Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

EIN# _____ MC#: _____ DOT#: _____ SCAC: _____

Canadian Brokers

Business# _____ Safety Fitness Certificate _____ National Safety Code# _____

B. Contact Information

Primary Ops Contact: _____ Title: _____

Email: _____

TollFree Phone: _____ Phone: _____ Fax: _____

Sales/Pricing Contact: _____ Title: _____

Email: _____

TollFree Phone: _____ Phone: _____ Fax: _____

C. Insurance Information

Insurance Agent Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

D. Payment Remit to Information

Is the below name/address a factoring company? Yes/No

Payment Remit to Company Name: _____

Contact: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E. Certifications

Circle

Are you a TIA member? Yes/No

Are you certified as a SmartWay member by the EPA? Yes/No

Are you CTPAT certified? * If yes, SVI# _____ Yes/No

Pegasus Transportation Services
Co-BROKER AGREEMENT

THIS CO-BROKER AGREEMENT is made on, 20 _____ by and between Pegasus Transportation Services, LLC (hereinafter referred to as "PTS") and, _____ (referred to as "BROKER").

Whereas, PTS and BROKER are each licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), PTS in MC-101964-B and BROKER in MC-_____, and both PTS and BROKER are engaged in business as property brokers arranging for motor carrier freight transportation; and

Whereas, in some instances, PTS may have freight for which it wishes to arrange as a property broker but has no motor freight carriers available to perform such transportation, and BROKER may at such times have established contractual arrangements with FMCSA registered motor freight carriers available to perform transportation; and

Whereas, PTS and BROKER have concluded that a cooperative agreement between them, in which at PTS's request, BROKER will arrange for transportation of freight for the benefit of PTS and its customers utilizing motor carriers under contract with BROKER;

Now, therefore, for and in consideration of the foregoing and the mutual covenants and agreements of the parties set forth herein, and for good and valuable consideration, intending to be legally bound hereby, the parties agree as follows:

1. Term. This Agreement's term shall be one year, subject to earlier termination by either party giving thirty days written notice to the other. Absent such notice, it shall automatically renew for successive one-year periods.
2. Broker's Express Warranties. When BROKER arranges for transportation with a motor carrier (referred to as "Carrier"), BROKER warrants in each instance:
 - a. that Carrier is properly registered with FMCSA as a motor contract carrier of general commodities,
 - b. that Carrier has procured and maintained insurance coverage as described in paragraph 6 below,
 - c. that Carrier does not have a "conditional" or "unsatisfactory" FMCSA safety rating,
 - d. that BROKER has a valid contract with the Carrier embracing all of the terms and conditions of this contract;
 - e. that Carrier shall assume liability for the actual loss or injury to the Shipper's goods from the time of receipt until proper delivery.
 - f. that BROKER shall indemnify PTS for its retained carrier's refusal or inability to properly pay cargo claims.
3. Tender of Freight. There is no minimum volume of freight contemplated by this Agreement. PTS is not restricted against tendering its freight to other forwarders or brokers or directly to carriers; BROKER is not restricted against arranging for transportation for other freight forwarders or directly for shippers other than those found through the PTS relationship.
4. Payment Terms. The only agreed charges for the transportation shall be those specified in the signed rate confirmation an example of type is attached in Appendix A. Any charges by Carrier not specified in the rate confirmation or in any addendum or subsequent approval notice shall be the sole obligation of BROKER. PTS will pay BROKER the specified amount in thirty (30) days of PTS'S receipt of BROKER'S freight bill, original bill of lading, clear delivery receipt, and any other documents necessary to enable PTS to ascertain transportation has been properly provided. PTS's responsibility to pay BROKER is not contingent upon Shipper's payment to PTS. Only PTS and not BROKER or Carrier shall bill Shipper for transportation. BROKER shall not seek to collect transportation charges from Shipper, or any other party involved with the shipment.
5. Shipping Documents. The shipping documents for each of PTS'S shipments for which BROKER arranges transportation shall name both PTS and BROKER as a third-party payor and the Carrier as "carrier." If there is a wrongly worded document, the parties will treat it as if prepared according to the preceding sentence. If there is a conflict between this Agreement and any transportation document related to any shipment under this Agreement, this Agreement shall govern.

6. Insurance.

- a. BROKER warrants that it will require and ensure that each Carrier it retains will maintain insurance inuring to BROKER and its customer's benefit in the following amounts:

- (1) Auto Liability (BI and PD) in the amount of \$1,000,000 per occurrence (Form BMC-91X on file).
- (2) All Risk Cargo Insurance coextensive with Carrier's indemnity obligations assumed herein in the amount of not less than \$100,000 per occurrence.
- (3) Worker's Compensation coverage as required by applicable law.
- (4) Commercial General Liability in the amount of not less than \$1,000,000 per occurrence.

Upon request by PTS, BROKER will provide a Certificate of Insurance evidencing that any carrier it uses has on file the insurance required above.

- b. BROKER warrants that it maintains the following insurance and will provide a certificate of insurance naming PTS as an additional insured:

- (1) Contingent Cargo Insurance. in the amount of not less than \$100,000 per occurrence.
- (2) Contingent Auto Liability Insurance in the amount of \$1,000,000 per occurrence.
- (3) Commercial General Liability in the amount of \$1,000,000 per occurrence.
- (4) AsuretybondorbanktrustagreementasrequiredbyFMCSAregulationsintheamountof \$75,000.

7. Freight Loss, Damage or Delay. BROKER warrants that it shall contractually require all retained Carriers to assume the liability of a common carrier for cargo lost, damaged or delayed pursuant to PTS's bill of lading for all loss or damage to cargo while in its possession and control. BROKER warrants that its retained Carrier will adjust all cargo claims within 60 days of filing and will promptly pay all uncontested claims. It is agreed that upon payment of any claim by PTS, PTS acquires its customer's cargo claim rights and that BROKER will promptly pay any claim for which its Carrier is liable but refuses or is unable to pay.
8. Indemnity. Each party shall defend, indemnify, and hold the other harmless from and against all loss, liability, damage, claim, forecaster expense, including reasonable attorney's fees, arising out of or in any way related to an act or omission of the parties, their agents or employees or breach of warranty of this Agreement.
9. Relationship of the Parties. The relationship of PTS and BROKER is, and shall at all times remain, that of an independent contractor, each to the other.
10. Integration Clause. This Agreement is the entire agreement between the parties, superseding all earlier agreements. It cannot be altered or amended except in a writing signed by both of them. It may not be assigned or transferred in whole or in part.
11. Severability. If the operation of any part of this Agreement results in a violation of any law, such part shall be severed, and the Agreement's remaining provisions shall continue in full force and effect. Law, Venue and Jurisdiction. This Agreement shall be interpreted consistent with general principles of federal transportation law to the extent not waived herein. Any legal action may be resolved in a court of proper jurisdiction in Miami, Florida. Upon the request of PTS, or its customer, any dispute that cannot be resolved by informal mediation may be submitted to the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council.
12. Reefers in California. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, BROKER warrants that it shall only hire Carriers who utilize equipment which is in full compliance with the California Air Research Board (CARB) TRU ACTM in-use regulations. BROKER agrees to provide Carrier's driver with BROKER's contact information including BROKER company name, street address, state, zip code, BROKER contact name specific to the load and BROKER contact number for each refrigerated shipment transported within the state of California. BROKER shall be liable to PTS for any penalties, or any other liability, imposed on BROKER because of BROKER'S use of non-compliant equipment Carriers or carrier's non-

compliance of providing drivers with contact information listed above.

13. Hazardous Materials.

- (a) The parties agree that PTS will not ordinarily tender hazardous material shipments to BROKER. Any hazmat requirements will be reflected on the load confirmation sheet at time of tender and acceptance of the load by BROKER shall evidence BROKER’s willingness and ability to comply with hazardous material requirements.
- (b) Upon acceptance of any shipment designated as hazardous by shipper on any Bill of Lading or shipping document, BROKER agrees to indemnify and hold PTS harmless from any failure to comply with hazardous materials requirements.

14. Notices. Notices shall be sent by registered mail, return receipt requested, to each party at the address shown below, or to such other addresses as shall have been designated in writing.

15. In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER: Pegasus Transportation Solutions

CARRIER: _____

Authorized Rep Signature:

Rep Signature: _____

Print Name: Shawn Smithson

Print Name: _____

Title: Vice President, Transportation Operations

Title: _____

Date:

Date:

Address:

Address:

288 S Main ST, Suite 200, Alpharetta, GA 30009

Phone:

Federal EIN#:

MC/DOT#