



Dear Valued Carrier,

Welcome to Timber Lake Foods! We are a full-service meat and poultry supplier who prides itself in the timely transportation and delivery of our products through the partnerships formed with our valued carrier base. You are paramount to our continued success.

Timber Lake Foods promptly pays all freight invoices 21 days from receipt of:

- Bills of Lading
- Freight Invoice
- Valid receipts for any approved unloading or other accessorial charges

Timely delivery to our customers is of utmost importance. We will not abandon you at 5:00pm like many shippers. A Timber Lake Foods representative is available to our carriers 24 hours a day; seven days a week via an after hours line: (662) 213-7434. In return, we require the driver contact us immediately, 24/7 should there be any delays that would affect the timely delivery of the shipment. With your partnership, we will be able to offer our customers consistent on-time deliveries as promised by Timber Lake Foods, Inc.

In order to complete the set-up process*, we require the following documents/forms returned by fax, email, or mail:

- Completed Carrier Set-Up form.
- Cargo Insurance listing Timber Lake Foods, Inc. as certificate holder.
*(*Carriers with a deductible \geq \$10k will be subject to credit check)*
- Completed W-9
- Copy of Authority

***Note: A background search will be performed on all new brokers/carriers prior to loading and approvals are subject to satisfactory findings.*


If you have any questions, please feel free to contact us at any time.

Phone (662) 842-7190

Fax (662) 842-4326

Email info@timberlakefoods.com

Sincerely,



Brian Estess
VP of Operations



COMPANY PROFILE

Company: **Timber Lake Foods, Inc.**
P.O. Box 3101
Tupelo, MS 38803-3101

Phone: 800.804.0662
662.842.7190

Fax: 662.842.4326

Email: info@timberlakefoods.com

Officer(s): President – Joseph Estess
Secretary – Kim Estess

Federal Tax ID: 64-0856021
DUNS No: 87-799-6256
SeaFax File No: 52101

Insurer: BXS Insurance
PO Box 13389
Jackson, MS 39236
Paul Walton – Ph: 800.718.5610

Bank: First Bank
720 Gallatin Street SW – Suite 150
Huntsville, AL 35801

TRANSPORTATION REFERENCES:

JH Rose
4950 Avenida Creel
SantaTeresa, NM 88008
Ryne McCormick
ryne.mccormick@jhrose.com
P. 513.245.8601

Vector Transportation
PO Box 3292
Tupelo, MS 38803
Josh Taylor
josh.taylor@vectortransport.com
P. 800.272.5897

Giltner Logistic Service
PO Box 564
Jerome, ID 83338
Craig "CH" Herrin
ch@giltner.com
P. 937.684.8209



CARRIER SET-UP

LEGAL NAME: _____ TYPE OF BUSINESS: PROPRIETORSHIP
TRADE NAME (DBA) _____ PARTNERSHIP
LEGAL ADDRESS: _____ CORPORATION
CITY, STATE, ZIP: _____ MC NO. _____
PHONE: (____) ____ - _____ ALT PH: (____) ____ - _____ FAX: (____) ____ - _____
WEBSITE: [www._____](#) TAX ID: _____

CONTACT: _____ PHONE: (____) ____ - _____ EXT: _____
FAX: (____) ____ - _____ AFTER HOURS/CELL PHONE: (____) ____ - _____
EMAIL: _____

PHYSICAL ADDRESS: _____
CITY, STATE, ZIP: _____

INSURANCE COMPANY: _____ PH: (____) ____ - _____
STREET ADDRESS: _____ FAX: (____) ____ - _____
CITY, STATE, ZIP: _____

POLICY NO: _____ COVERAGE AMOUNT: \$_____ .00
EFFECTIVE DATE: __/__/__ EXPIRATION DATE: __/__/__ DEDUCTIBLE: \$_____ .00*

(*Carriers with a deductible ≥ \$10k will be subject to credit check)

**** TO BE COMPLETED BY TIMBER LAKE FOODS ****

NEW

UPDATE

DATE: __/__/__

SUBMITTED BY: _____

NOTES:

CARRIER AGREEMENT

This Carrier Agreement is entered into between Timber Lake Foods, Inc. ("TL") and _____, MC# _____, hereinafter referred to as CARRIER.

WHEREAS, TL desires to hire Carrier to perform motor carrier transportation service for TL in accordance with the terms and subject to the conditions of this Agreement.; WHEREAS, Carrier desires to perform motor carrier transportation service for TL in accordance with the terms and subject to the conditions of this Agreement;

THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

- I. Each and every shipment tendered to CARRIER by TL on or after the date of this Agreement shall be deemed to be a tender to CARRIER pursuant to this Agreement and shall be subject to the terms of this Agreement.
- II. Shipments offered by TL and accepted by CARRIER shall be performed in a prompt, competent, and efficient manner within the generally-accepted service standards of the trucking industry. CARRIER agrees that services provided pursuant to this Agreement shall fully comply with all federal, state and local laws, rules, and regulations. CARRIER shall defend, indemnify, and hold TL harmless from and against any and all claims, fines, penalties, judgments, liabilities, and expenses of any nature whatsoever arising from CARRIER's failure to comply with such laws, rules, or regulations.
- III. CARRIER agrees that the equipment used pursuant to this Agreement shall be clean, in good working order, properly licensed, insured and suitable for the transportation requested. CARRIER warrants that equipment has not been used at any time to transport any waste or any other materials which would adversely affect the products/ commodities transported. CARRIER shall be solely responsible for all maintenance costs related to the equipment and for all taxes, permits, assessments, insurance, and any other financial obligations arising out of the transportation performed and shall defend, indemnify, and hold TL harmless from and against any and all claims, fines, penalties, and liabilities resulting from CARRIER's failure to do so.
- IV. CARRIER agrees that all transportation services shall be performed by CARRIER and with equipment owned or leased by CARRIER and operated by persons in the employ of or leased to the CARRIER. Brokering of freight to third parties, other carriers, or transportation brokers is not allowed and is expressly prohibited. CARRIER shall utilize only competent, properly licensed personnel to render services in furtherance of this Agreement. The relationship between TL and CARRIER is that of an independent contractor. No term of this Agreement or any act or omission of either CARRIER or TL shall be construed to create, express, or imply a joint venture, partnership, principal/agent, or employer/employee relationship. CARRIER shall provide sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, the equipment used to perform transportation services, and over the manner in which it performs services pursuant to this Agreement, including to the routing of freight. TL has no right to discipline or to direct the performance of any driver, employee, contractor, subcontractor or agent of CARRIER.
- V. TL agrees to pay CARRIER for the transportation of goods transported under this Agreement in accordance with the rate set forth in the corresponding Load Agreement and Confirmation (Load Confirmation) within 21 days of TL's receipt of CARRIER's invoice and proof of delivery unless evidence of a claim exists on the subject shipment or any other shipment in which event TL may offset the freight charges against the claim amount then known or expected to be filed. Any Load Confirmation issued by TL for the transportation of product under this Agreement shall be deemed part of and an addendum to this Agreement. CARRIER expressly and for all purposes accepts and agrees to and will be bound by all terms and conditions set forth in any TL Load Confirmation. CARRIER waives the requirement of execution of any Load Confirmation, agrees that the lack of execution by CARRIER will not affect the enforceability of any Load Confirmation, and agrees that receipt and/or taking possession of the product for delivery shall constitute express acceptance of all terms.
- VI. Proof of delivery required by TL, as a condition precedent to paying CARRIER, is submission of a bill of lading and/or delivery receipt confirming proof of delivery of the shipment without exception or reservation of any type by either the shipper or consignee. Subject to the conditions set forth herein, TL will accept copies, digital images, and/or scanned bills of lading and delivery receipts from CARRIER in lieu of original documentation. All copies or scanned documents submitted by CARRIER must be complete and legible (as determined by TL) and TL, at its discretion, may reject or refuse to accept any copy/digital-image/scanned documents submitted by CARRIER and require original documentation. CARRIER acknowledges that certain customers of TL may require original bills of lading and delivery receipts and CARRIER agrees to provide original

documentation to TL for those accounts upon request. Should any payment to TL from any customer be denied, delayed, or reduced due to the failure of CARRIER to provide original documents, CARRIER shall pay and be liable to TL for any such amounts withheld or deducted from TL and shall pay such amounts to TL immediately upon demand. CARRIER shall indemnify TL for any damages, losses, or costs TL may incur based on the CARRIER's submission of copies/digital-image/scanned documentation.

VII. CARRIER agrees it shall not invoice any party other than TL for its freight charges and shall make no claim against any party, other than TL, for payment of its freight charges. Should CARRIER bill or make a claim against TL's customer, shipper, or receiver for freight charges on a shipment moving under this Agreement, such claim or billing shall constitute a deceptive trade practice and CARRIER shall be liable for all resulting damages, in addition to all other remedies provided by this Agreement or by law. CARRIER shall defend, indemnify and hold harmless TL from any actions, lawsuits, claims, damages, liabilities, or losses asserted against TL or arising as a result of CARRIER's violation of this paragraph and/or improper billing of TL's customers and shall pay to and/or reimburse TL for all costs and fees, including attorney's fees, incurred by TL as a result of said violation or asserted action, claim, etc.

VIII. CARRIER shall neither have nor shall claim any lien rights to, on, or against any lading/property transported pursuant to this Agreement and hereby waives and releases all liens which CARRIER might otherwise have against any lading/property of TL or TL's customer.

IX. CARRIER shall be solely responsible for any loss or damage to the goods or product transported. CARRIER shall become responsible and liable for such loss or damage upon taking/receiving possession of the lading/property and upon the trailer being loaded, regardless of whether the bill of lading has been issued and/or signed and/or delivered to CARRIER. The responsibility and liability of CARRIER shall continue until delivery of the shipment to the customer/consignee is completed and the customer/consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be ineffective. Failure to issue or sign a bill of lading shall not affect the liability of the CARRIER hereunder. The liability imposed by this paragraph is for the actual loss, damage or injury to the property, including any special or consequential damages. The use of released value rates by CARRIER is specifically prohibited. CARRIER's liability shall include, without limitation, liability for loss, delay, theft, damage, destruction or liability of whatever nature arising from the transport of any and all property tendered and accepted by the CARRIER. CARRIER shall be responsible for such damages irrespective of whether its cargo insurance as set forth below covers the amount of such loss.

X. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (1) Commercial General Liability Insurance – written on an occurrence basis –shall cover liability, including but not limited to liability for bodily injury, property damage, personal injury, advertising injury, products and completed operations, hazard liability and contractual liability, directly or indirectly related to the performance of any activities pursuant to this Agreement and/or the use of any property. Such insurance shall have limits of no less than \$1,000,000.00 per occurrence
- (2) Automobile Liability Insurance —Such insurance shall have limits of no less than \$1,000,000.00 per occurrence.
- (3) Workers' Compensation Insurance – covering all liabilities arising out of injury to, illness, disease or death of any person employed by Carrier. Workers Compensation coverage shall be provided for all employees for statutory benefits as set out in and required by applicable law in the area of operation or any other area in which Carrier may become legally obligated to pay benefits and shall be in sufficient amounts to meet the requirements of federal and state laws and regulations. Should CARRIER be exempt from providing Worker's Compensation coverage under applicable state law, CARRER shall execute and provide TL with a Worker's Compensation Exemption and Hold Harmless Form.
- (4) Cargo Insurance – with limits of no less than \$100,000.00 per shipment.

CARRIER shall furnish TL with a certificate of insurance evidencing the above insurance coverages and naming TL as a certificate holder on such policy. All policies of CARRIER required pursuant to this Agreement shall have and be subject to CARRIER responsible deductibles and/or out of pocket expenses of more than \$10,000.00 per policy.

XI. Except to the extent TL is negligent or acts with willful misconduct in causing any loss or damage, CARRIER agrees to indemnify, defend and hold harmless TL and TL's customer from and against any and all claims, losses, damages or liabilities asserted due to any shipment transported by CARRIER pursuant to this Agreement. CARRIER agrees to indemnify, defend and hold harmless TL and/or TL's customer from any and all liability, costs, claims and damages to persons and/or property, including death or personal injury claims, arising out of CARRIER's operations, acts or omissions or the operations, acts, omissions of any employee, agent, representative or subcontractor of CARRIER. CARRIER's obligations under this Agreement shall include, but not be limited to, the payment of any judgment entered against TL and/or TL's customer and the payment of all costs and/or fees incurred, including attorney's fees, by TL and/or TL's customer in the defense of any claim for cargo loss or damage and/or claim for personal injury or death and/or property loss. In the event TL must bring suit to enforce the terms of this Agreement, TL shall be entitled to reasonable attorney's fees and costs to be paid by CARRIER in addition to any damages claimed by TL.

XII. This Agreement and all terms and conditions set forth herein and any information set forth in any TL Load Confirmation are deemed confidential and it is agreed that CARRIER will not disclose or otherwise reveal or share any such information with any third party. CARRIER agrees that the financial information of TL and of its customers and suppliers, including, but not limited to, business methods, customers lists, producer and supplier lists, product valuations, supplier prices, freight rates, freight volume, freight requirements, which are learned by CARRIER are and shall be treated as confidential and, along with any other proprietary information of TL, shall not be disclosed or used for any reason, without prior written consent of TL, except as required by law or regulation. In the event of violation of this paragraph, TL and CARRIER agree that monetary damages may be insufficient and that, in addition to any other remedy available, TL may seek injunctive relief restraining CARRIER from further violation. The prevailing party shall be entitled to recovery all costs and expenses incurred in obtaining such relief, including, but not limited to, recovery of reasonable attorney's fees.

XIII. In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The failure of either party to this Agreement to insist upon performance of any of the terms and conditions of this Contract and/or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a continuing waiver of any such terms and conditions, but the same shall continue and remain in full force as if no forbearance or waiver occurred.

XIV. This Agreement may be executed in any number of counterparts each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

XV. The parties agree that this contract is entered into in Lee County, Mississippi, and that it shall be construed and interpreted under the laws of the State of Mississippi. The parties further agree that any dispute involving or related to this Agreement shall be brought exclusively in the County Court of Lee County, Mississippi, Both parties consent to jurisdiction in the State of Mississippi for all purposes. Should legal enforcement of this Agreement become necessary, the prevailing party shall be entitled to recover all costs, including attorney's fees.

XVI. This Agreement is binding upon the parties hereto, their successors and assigns, and shall remain in effect for a period of one (1) year from the effective date set forth below, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the Contract at any time upon not less than thirty (30) days written notice of one party to the other at the address set forth below.

Therefore, the parties have signed this Contract to be effective the _____ day of _____
20_____.

Name: _____

TL:

Signature: _____

Timber Lake Foods, Inc.

By: (printed name) _____

PO Box 3101

Title: _____

Tupelo, MS 38803

By: _____

V1.1