



Dear Valued Broker,

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 Broker Set-Up form.
- Contingent Cargo Insurance listing Timber Lake Foods, Inc. as certificate holder.
*(*Brokers 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 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

TMX Logitran LLC
6290 Allen Rd
West Chester, OH 45069
Brian Warner
brian.werner@tmxinc.com
P. 513.777-7100



BROKER SET-UP

COMPANY INFORMATION:

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

AGENT INFORMATION:

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*

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

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

NEW
 UPDATE

NOTES:

DATE: ___/___/___

LOAD LIMIT: \$ _____

SUBMITTED BY: _____

APPROVED BY: _____

TRANSPORTATION BROKER AGREEMENT

This Transportation Broker Agreement (“Agreement”) is entered into between Timber Lake Foods, Inc. (“TL”) and _____, MC# _____, hereinafter referred to as BROKER.

WHEREAS, TL desires to hire BROKER to perform motor brokerage transportation services for TL in accordance with the terms and subject to the conditions of this Agreement; WHEREAS, BROKER desires to perform motor brokerage transportation services 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 BROKER by TL on or after the date of this Agreement shall be deemed to be a tender to BROKER pursuant to this Agreement and shall be subject to the terms of this Agreement.
- II. Shipments offered by TL and accepted by BROKER shall be performed in a prompt, competent, and efficient manner within the generally-accepted service standards of the trucking industry. BROKER agrees that services provided pursuant to this Agreement shall fully comply with all federal, state and local laws, rules, and regulations. BROKER 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 BROKER’s failure to comply with such laws, rules, or regulations.
- III. BROKER 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. BROKER 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. BROKER and/or the carrier retained by BROKER 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 BROKER’s or retained carrier’s failure to do so.
- IV. BROKER shall utilize and select only competent, properly licensed carriers and/or personnel (hereinafter “retained carrier(s)”) to render services in furtherance of this Agreement. The relationship between TL and BROKER and between TL and any retained carrier is that of an independent contractor. No term of this Agreement or any act or omission of TL, BROKER, or any retained carrier shall be construed to create, express, or imply a joint venture, partnership, principal/agent, or employer/employee relationship. BROKER shall provide sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, retained carriers, 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 BROKER.
- V. TL agrees to pay BROKER 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 BROKER’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. 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 and shall be binding upon BROKER and any retained carrier. BROKER expressly and for all purposes accepts and agrees to all terms and conditions set forth in any TL Load Confirmation. BROKER waives the requirement of execution of any Load Confirmation, agrees that the lack of execution by BROKER will not affect the enforceability of any Load Confirmation, and agrees that accepting the tender of TL and/or the receipt and/or possession of the product for delivery by the retained carrier shall constitute express acceptance of all terms.
- VI. Proof of delivery required by TL, as a condition precedent to paying BROKER, is submission of a legible (as determined by TL) and duly executed 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. As an accommodation to BROKER and subject to the conditions set forth herein, TL will accept copies, digital images, and/or scanned bills of lading and delivery receipts from BROKER in lieu of original documentation. All copies or scanned documents submitted by BROKER 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 BROKER and require original documentation. BROKER acknowledges that certain customers of TL may require original bills of lading and delivery receipts and BROKER 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 BROKER to provide original documents, BROKER 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. BROKER shall indemnify TL for any damages, losses, or costs TL may incur based on the BROKER's submission of copies/digital-image/scanned documentation.

VII. TL shall be obligated solely to BROKER for the payment of any freight charges resulting from transportation arranged by BROKER and shall not be liable to any retained carrier, driver, or third party. BROKER agrees it shall not invoice or make any claim against any party other than TL for its freight charges. Payment of freight charges, due in accordance with the terms and conditions of this Agreement, to BROKER by TL shall fully relieve and release TL and any shipper, receiver, or customer of TL of and from any liability to BROKER and/or to any retained carrier for transportation services and BROKER agrees and shall defend, indemnify, and hold harmless TL, TL's customer, and/or any shipper or receiver of and from any claims asserted by any retained carrier or third party seeking the payment of any freight charges, including the payment of any attorney's fees. Furthermore, BROKER agrees to defend, indemnify, and hold harmless TL of and from any actions, lawsuits, claims, damages, or liabilities which may be asserted against TL as the result of any violation of this paragraph by BROKER and/or the improper billing of TL's customers, shippers or receivers, and shall pay for and/or reimburse TL for all costs and fees, including attorney's fees, incurred as a result of said violation or asserted action, claim, etc. This provision shall survive termination of this Agreement

VIII. BROKER 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 BROKER might otherwise have against any lading/property of TL or TL's customer.

IX. BROKER assumes the liability of a motor carrier and shall be solely responsible for the loss or damage to any of the goods or product transported. 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 BROKER 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 is specifically prohibited. BROKER'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 BROKER. BROKER shall be responsible for such damages irrespective of whether its contingent cargo insurance as set forth below covers the amount of such loss. If TL makes a claim for any loss, damage, or injury, TL may, in TL's sole discretion, withhold or setoff payment of outstanding payables to BROKER for the value of the claim until such time as the claim is otherwise resolved.

X. BROKER represents and warrants to TL that:

- (a) BROKER is duly qualified and currently authorized by the FMCSA as a property broker to arrange for the transportation of TL in interstate and/or intrastate commerce.
- (b) BROKER is currently registered with and has all other permits, surety bonds, insurance, licenses and certificates required by any federal, state or local government regulatory agency or authority having jurisdiction with respect to the BROKER's obligations and responsibilities described herein;
- (c) Before performance of any services under this Agreement, BROKER shall provide TL with documentation acceptable to TL of BROKER's operating authority and surety bond, and shall immediately notify TL in writing of any actual or threatened suspension, cancellation, termination, withdrawal, modification or transfer of BROKER's operating authority or surety bond, the occurrence of which shall give TL the right to terminate the Agreement immediately upon giving BROKER written notice of such termination. BROKER shall refuse any load tenders from TL if BROKER's operating authority or surety bond is suspended, cancelled, terminated, withdrawn, modified or transferred. If BROKER breaches this paragraph, TL may, at its discretion, refuse to make payment of any corresponding freight charges and make payment of any freight charges directly to the retained carrier.
- (d) BROKER shall not arrange for the transportation of TL's goods by engaging another broker, third party intermediary or logistics company. BROKER's breach of this provision, commonly referred to as "double brokering", shall permit TL to make payment, at TL's sole discretion, of the corresponding freight charges directly to the party that actually performed the transportation services. Upon said payment, TL will stand released and discharged of any obligation or liability to BROKER for payment of freight charges.
- (e) BROKER shall only arrange for transportation of TL's goods with retained carriers with whom BROKER has

previously entered into an agreement that includes provisions or satisfies the following requirements, a copy of which shall be furnished to TL upon request:

- (1) The carrier shall be duly qualified and currently authorized to provide the transportation of TL's goods in interstate commerce.
- (2) The carrier shall provide all motor vehicles and necessary equipment for use in the transportation of TL's goods which are adequate and satisfactory to TL.
- (3) The carrier shall maintain all motor vehicles used for the transportation of TL's goods in conformance with all applicable safety regulations and in such condition, both as to operation and appearance that is satisfactory to TL.
- (4) The carrier shall be in compliance with all safety regulations applicable to the operations of carrier's transporting property in interstate commerce.
- (5) The carrier shall have and maintain a "satisfactory" safety rating, or its equivalent, as determined by the Federal Motor Carrier Safety Administration and its corresponding rating system.
- (6) The carrier shall only engage qualified personnel in the operation of carrier's vehicles and equipment.
- (7) The carrier shall procure and maintain such licenses, certificates and permits as are required by local, state or federal authorities to provide for the transportation of TL's goods and shall comply with all laws and regulations applicable thereto. The carrier shall immediately notify BROKER of any modification, cancelation, or termination of carrier's authority, licenses, certifications, or permits.
- (8) The carrier's acceptance of a load tender from BROKER for the transport of TL's goods requires that the carrier perform all transportation services with the carrier's owned or leased equipment operated by persons in the employ of or leased to the carrier. Double brokering shall not be allowed.
- (9) The carrier shall agree that carrier will not bill or seek payment from any entity other than Broker for transportation services and that the carrier expressly waives any rights to recover freight charges from TL, TL's customer, shipper or receiver and waives any carrier lien rights to the goods in the carrier's care, custody and control.
- (10) Carrier shall be an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaging in the transportation of TL's merchandise.
Carrier shall be solely responsible for and comply with all local, state and federal laws, rules and regulations applicable to the payment of payroll taxes, contributions or taxes for unemployment insurance, pensions, worker's compensation and social security taxes with respect to its employees. If any claim is asserted against TL alleging that the carrier, its employee(s), personnel or drivers are in any manner an employee of TL, the carrier agrees to indemnify TL for all costs and expenses related thereto, including attorney's fees and all costs of suit.
- (11) Carrier shall defend, hold harmless and indemnify TL, its employees, agents, representatives, successors, assigns, and customers from and against all judgments, damages, claims, causes of action and expenses (including reasonable attorneys' fees) arising out of or resulting from:
 - (a) injuries to persons, including death, and/or damage to property, caused by the negligent acts, omissions or willful misconduct of the carrier, its employees, agents, servants or representatives in connection with or resulting from any transportation services: and
 - (b) failure of carrier, its employees, agents, servants or representatives to comply with all applicable local, state and federal laws, rules and regulations in performance of this Agreement.
- (12) Carrier shall maintain general liability insurance policy coverage –written on an occurrence basis- for bodily injury, property damage, personal injury, advertising injury, products and completed operations, hazard liability and contractual liability directly or indirectly related to the transportation of any goods of TL with minimum policy limits of \$1,000,000.00 per occurrence. .
- (13) Carrier shall maintain automobile liability insurance with minimum policy limits of \$1,000,000.00 per occurrence.
- (14) Carrier shall maintain cargo insurance policy coverage for the loss or damage to cargo with minimum policy limits of \$100,000.00 per shipment.
- (15) All insurance policies furnished and required by CARRIER shall have and be subject to deductibles and/or out of pocket expenses of no more than \$10,000.00 per policy.

XI. BROKER, at all times during the term of this Agreement, shall maintain at its expense and in insurance companies acceptable to Shipper with a Best's rating of A- or better the follow minimum insurance coverage, which shall be primary as to any existing valid and collectible insurance maintained by TL:

- (a) Commercial General Liability – covering bodily injury, death and property damage and including contractual liability applicable to the above indemnification obligations of BROKER with limits of no less than \$1,000,000.00 per occurrence.
- (b) Contingent Automobile Liability - covering bodily injury, death and property damage and including contractual liability applicable to the above indemnification and other obligations of BROKER with limits of on less than \$1,000,000.00 per occurrence.
- (c) Contingent Cargo Coverage – with limits of no less than \$100,000.00 per shipment
- (d) Worker's Compensation Coverage – covering all liabilities arising out of injury to, illness, disease, or death of any person employed by BROKER. Worker's Compensation coverage shall be provided for all employees for statutory benefits as set out in and required by applicable state law in the area of operation or any other area in which BROKER 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 BROKER be exempt from providing Worker's Compensation coverage under applicable state law, BROKER shall execute and provide TL with a Worker's Compensation Exemption and Hold Harmless Form.

Before performance of this Agreement, BROKER shall furnish TL with a certificate of insurance evidencing the above insurance coverages and naming TL as a certificate holder on such policy.

Upon BROKER's notification of cancellation, modification, termination or lapse of any of the above required insurance policies, BROKER shall refuse any load tenders from TL.

- (e) All insurance policies furnished and required by BROKER pursuant to this Agreement shall have and be subject to BROKER responsible deductibles and/or out of pocket expenses of no more than \$10,000.00 per policy.

XII. Except to the extent TL is negligent or acts with willful misconduct in causing any loss or damage, BROKER agrees to indemnify, defend and hold harmless TL, its employees, agents, representatives, successors and assigns and any customer of TL of and from and against any and all claims, causes of action, losses, damages or liabilities asserted due to any shipment transported by BROKER or any retained carrier pursuant to this Agreement. BROKER agrees to indemnify, defend, and hold harmless TL and/or TL's customer from any and all liability, costs, claims, causes of action, or damages for injuries to persons and/or property, including death or personal injury claims, arising out of or in connection with BROKER's operations, misconduct, acts (willful or negligent), or omissions or the operations, misconduct, acts (willful or negligent), omissions of any employee, agent, representative or subcontractor of BROKER, including those of any retained carrier. BROKER's obligations under this Agreement shall include, but not be limited to, 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 BROKER in addition to any damages claimed by TL. This provision shall survive termination of this Agreement.

XIII. This Agreement and all terms and conditions set forth herein and any information set forth in any TL Load Confirmation are deemed confidential and its is agreed that BROKER will not disclose or otherwise reveal or share any such information with any third party. BROKER 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, 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 BROKER agree that monetary damages may be insufficient and that, in addition to any other remedy available, TL may seek injunctive relief restraining BROKER 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. This provision shall survive termination of this Agreement.

XIV. 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.

XV. 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.

XVI. 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, claim, or cause of action involving or related to this Agreement or any services rendered by BROKER shall be venued and brought exclusively in the Circuit or County Court of Lee County, Mississippi. Both parties expressly consent to the above venue and to the jurisdiction of 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.

XVII. 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 Agreement 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_____.

BROKER Name: _____

Timber Lake Foods, Inc.

Signature: _____

PO Box 3101

By: (printed name) _____

Tupelo, MS 38803

Title: _____

By: _____

Address: _____

Title: _____

Date: _____

Date: _____