



>> New Carrier Setup Packet

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*Details the documents we need back to complete carrier setup process.

Contact Info:

Company: USA Management Systems, Inc.
Address: 927 Black Diamond Way
Lodi, CA 95240
Billing: PO Box 2772
Lodi, CA 95241
Phone: 800-937-5634
Fax: 209-367-3254
Carrier email: carriers@usamsi.net
Rates email: rates@usamsi.net
Tender email: loads@usamsi.net
General email: info@usamsi.net
Web: www.usamsi.net

Company Info:

Business Type: Transportation Brokerage
Broker Authority: 327714
Federal Tax ID: 94-3282969
Incorporated: 1997
Surety Bond Info: 971201, Washington International Insurance
SCAC Code: USAI
Quick Pay: Yes
PO Required: No

Banking Info:

Bank: Bank of America
Branch: Modesto Commercial Banking
Contact: David Yonan, VP
209-578-6053
Account Number: 1481-0-00812

Trade References:

<u>Carrier:</u>	<u>Contact:</u>	<u>Location:</u>	<u>Phone:</u>
Ark Transport Inc.	Ben	Sacramento, CA	877-483-3805
Artur Express	Rick	St. Louis, MO	800-487-4339 X326
Northwest Freight, Inc.	Romy	Yuba City, CA	530-751-5155
Road Runner Trans.	Bob	Livermore, CA	925-373-1625

SERVICE DATE
January 26, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 327714 B

USA MANAGEMENT SYSTEMS, INC.

LODI, CA, US

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

CREDIT REPORT

You have 6 more days of free access to CreditStop

CreditStop provides critical information about payment histories and overall experience ratings for Brokers. It is designed to help you make better business decisions about who you do business with. As a way to introduce you to this service we are making it free to you for your first 15 days with us. You can sign up for this service now to receive this information everyday.

USA MANAGEMENT SYSTEMS, INC.

Location : LODI, CA
Phone Number : 209-367-3243
Fax Number : 209-333-3725
Toll-Free Number : 209-367-3244

Credit Information

Company Name : USA MANAGEMENT SYSTEMS, INC. **Ownership :** DON/DENNIS ALTNOW
Business Type : CORPORATION **Employee Count :** 5
Established : 1998

Average Days To Pay:

30

Experience Factor:

A

Get the Creditstop Plus report for Broker MCNumber 327714

The Experience Factor is based on several items including: Payment Trend, Time in Business, Financial Strength and Collection Activity. "A" is the highest rating possible. "E" is the lowest rating. A rating of "N" is given to new companies or companies without sufficient information to base a rating. A rating of "R" indicates that the customer refuses to provide requested credit information.

Insurance Information

Bond Information - Policy #971201

Insurance Co : WASHINGTON INTERNATIONAL INSURANCE COMPANY **Phone Number :** 630-227-4744
Address : IL
Contact : CHUCK PANSINO **Insurance Date :** 12/1/1997

While every effort is made to ensure the accuracy of this information at the time of viewing, Internet Truckstop and its affiliates cannot be held liable from any damages resulting from the use of this information. This report may contain information from multiple sources and has been prepared for the use of Internet Truckstop customers as a factor to consider in making business decisions.



ROANOKE TRADE
International Insurance Brokers Since 1935
 www.roanoketrade.com

CLOSED RENEWAL INVOICE
 PAGE 1 OF 1

USA MANAGEMENT SYSTEMS
 P.O. BOX 2772
 JIM MUSGRAVE
 LODI CA 65241

Invoice No : 401442849 C
 Invoice Date : 10/01/2009
 Account No : 5119995

USAMANAGEM
401442849

NOTICE OF BOND CONTINUATION							
The renewal premium for this bond is due for payment on or before the bond anniversary date.							
Form No Bond No	Importer No USC No	Reference No (RTS Item Id)	Annv. Date	Principal Name Principal DBA	Penalty Amount	Gross Premium	Premium Due
891 - WASHINGTON INTL INSURANCE CO. BMC84 971201	94-3282969	ICC (11636942 / 1 / 1)	12/01/2009	USA MANAGEMENT SYS,INC	\$10.000	\$200.00	\$200.00
990 - ROANOKE TRADE SERVICES SERVC 971201	94-3282969	FEE (11637031 / 1 / 2)	12/01/2009	USA MANAGEMENT SYS INC	\$0	\$100.00	\$100.00
Requests for underwriting information may be made at any time during the term of the bond.							
AMOUNT DUE UPON RECEIPT :							\$300.00

Return one copy of this invoice with remittance to:

ROANOKE TRADE SERVICES, INC., SAN FRANCISCO OFFICE, DEPT 8772, LOS ANGELES, CA 90088-8772

Toll Free: (800) 255-4994

Fax: (562) 590-8523

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) USA Management Systems, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) PO Box 2772	Requester's name and address (optional)
City, state, and ZIP code Lodi, CA 95241		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

9	4	-	3	2	8	2	9	6	9
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ **3/3/11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Dear Potential Carrier,

Thank you for your interest in USA Management Systems, Inc.

FYI; USA Management Systems pays all freight bills within 21 days of receipt of invoice with a clean Bill of Lading. We also offer a quick pay program for 4%, if you are interested, please contact us.

>>In order to qualify you will need the following documents:

1. Signed Contract - make sure to sign and fill out completely (return page 1 and page 6).
2. Completed W-9 - a blank W-9 has been included for your convenience (if needed).
3. Copy of operating authority
4. New Carrier Profile
5. Safety Rating Documentation - if available
6. Certificate of Insurance faxed back to 209-367-3254 with:
 - a. Certificate holder listed as: USA Management Systems, Inc. 927 Black Diamond Way, Lodi, CA 95240

For your convenience, we offer several options for sending the necessary documentation: email, fax, or mail. We look forward to working with you.

USA Management Systems Inc.

Phone: 800-937-5634
Fax: 209-367-3254
Email: carriers@usamsi.net
Address: PO Box 2772, Lodi, CA 95241

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number																								
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		-																							

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below). 	
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Sign Here	Signature of U.S. person ▶ Date ▶

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- A domestic trust (as defined in Regulations section 301.7701-7).

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USA Management Systems- Carrier Profile:

Carrier Name: _____ DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Website: _____ Owner/President/Principal: _____

Dispatch Contact: _____

Phone: _____ Email: _____ Fax: _____

Accounting Contact: _____

Phone: _____ Email: _____ Fax: _____

After hours number: _____

MC Number: _____ Carrier SCAC code: _____ Are you Smart Way certified? YES NO

Insurance Agent Name: _____ Phone: _____

Equipment Type and Services Provided - please describe lanes, type, quantity, modes, hazmat, etc. in the box below:

**This information will be used to help us determine future opportunities that may exist based on the services your company provides.

>Equipment (i.e. tractors, trailers, specialized, etc.):	Quantity:
>Service Lanes (i.e. preferred geographic lanes, states, etc.):	
>Other Comments:	

****If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below****

Receivable/ Factoring Company Name: _____

Receivable Address: _____

City: _____ State: _____ Zip: _____



USA Management Systems, Inc.
Transportation Broker/Carrier Agreement

The Carrier, for the purposes of this Contract, shall be considered an Independent Contractor, see Section 9.1 below, and shall be referred to as 'CONTRACTOR' for the remainder of this document.

This brokerage agreement (the 'Agreement') between USA Management Systems Inc., located at 927 Black Diamond Way, Lodi, California ('BROKER') and _____ located at: _____

_____ State: _____ Zip: _____
('CONTRACTOR'), is effective as of the last signed date set forth on the signature page of this agreement (the 'Effective Date').

Recitals

Whereas, BROKER is a property transportation broker registered with the United States Department of Transportation Federal Motor Carrier Safety Administration ("DOT") to operate pursuant to Docket No. MC-327714-B;

Whereas, CONTRACTOR is a motor carrier of property registered with the United States Department of Transportation Federal Motor Carrier Safety Administration, to operate pursuant to Docket No. MC - _____, and if for California (if applicable): PUC - _____

Whereas, BROKER is interested in engaging CONTRACTOR to provide certain motor carrier transportation and other related incidental services (the 'Services') for the shipment of BROKER'S customer's(s') (individually the 'Customer' and collectively the 'Customers') cargo in accordance with the terms and conditions set forth in this Agreement;

Whereas, CONTRACTOR is highly skilled and has the registrations, expertise and qualified personnel necessary and desires to perform such Services for BROKER'S Customers; and

Now Therefore, in consideration of the mutual promises described herein and for other good and valuable consideration, BROKER and CONTRACTOR hereby agree as follows:

Article I. Transportation Services

1.1. Engagement of Services. BROKER, from time to time in its sole discretion, may arrange for the transportation of shipments by CONTRACTOR for the Customer. This Agreement is intended to be non-exclusive to the parties.

1.2. No Liens; Impound. CONTRACTOR shall not withhold delivery of any freight due to any dispute with BROKER or its Customer regarding freight charges or otherwise. CONTRACTOR shall not have any lien, and hereby waives and releases the right to any statutory and common law liens which it might otherwise have upon any cargo transported or stored by CONTRACTOR or in the possession of CONTRACTOR pursuant to this Agreement. If CONTRACTOR'S equipment is impounded for any reason, CONTRACTOR shall pay all expenses associated with immediate release of the shipment from impound.

1.3. Carrier Representations. CONTRACTOR represents and covenants to BROKER and the Customers as follows:

CONTRACTOR'S Operating Authority. Depending on whether CONTRACTOR is operating in interstate or intrastate commerce, it is:

A motor carrier registered with the DOT, or

An intrastate motor carrier registered, if required, with the applicable State in the U.S. where CONTRACTOR operates.

CONTRACTOR Safety Information. CONTRACTOR acknowledges that BROKER may research CONTRACTOR'S safety ratings and safety information. CONTRACTOR agrees to answer all questions BROKER has with regard this information and CONTRACTOR agrees to provide additional safety information at BROKER'S request.

CONTRACTOR'S Insurance. CONTRACTOR shall at all times maintain liability and cargo insurance as required by this agreement, and in no event less than required by law and by any Customer for whom transportation services are provided.

CONTRACTOR agrees to furnish documents to BROKER evidencing its operating authority, registrations, safety fitness certificates, and insurance compliance.

CONTRACTOR agrees to comply with all state and federal laws, ordinances, rules and regulations, as well as standard industry practices with regard to, but not limited to, safety, dispatch, pre-load inspection, delivery, and cleanliness.

CONTRACTOR agrees to cover all costs or damages arising from a load if CONTRACTOR accepts or takes possession of any shipment differing from the rate confirmation form in piece count or description of goods, OR if shipment appears to be damaged or not properly secured or loaded. CONTRACTOR may avoid costs or damages in these cases by immediately, before departing with a load, contacting the BROKER regarding the discrepancy or condition of the shipment and describing to BROKER any such concerns with a shipment, giving BROKER opportunity and time to try to remedy the situation.

1.4. Subcontractor, Interline Carriers, and Double Brokering. BROKER enters into this Agreement with CONTRACTOR, as a Carrier, only. If CONTRACTOR interlines, assigns or subcontracts the shipments tendered to CONTRACTOR under this Agreement to other carriers, sister or affiliate companies, or brokers, without the prior written consent of BROKER, such action shall release BROKER, Customer and Consignee from any obligation of payment to CONTRACTOR. Payment by BROKER regarding such a shipment shall not constitute waiver of this provision with respect to any other shipment.

In the event any portion of the Services contemplated by this Agreement is interlined or subcontracted, with or without BROKER'S written consent, by CONTRACTOR to another carrier, CONTRACTOR shall remain responsible to BROKER for full and proper performance of the obligations of CONTRACTOR under this Agreement as if all of such Services were performed directly by CONTRACTOR (including, but not limited to compliance with all applicable United States, Canada, and Mexico federal, state, provincial and local/municipal laws, by-laws, ordinances, rules and regulations, DOT and other safety ratings and registrations, insurance required by this Agreement, adherence to all Customer rules and requirements, and indemnification required by this Agreement).

CONTRACTOR shall be liable for payment of any compensation due CONTRACTOR'S interlined or subcontracted carrier(s) for any Service performed pursuant to this Agreement by such interlined or subcontracted carrier(s) at the direction of CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold BROKER and the Customer harmless from any and all compensation due CONTRACTOR'S interlined or subcontracted carrier(s) for performance of any Services pursuant to this Agreement.

Article II. Customer Specific Addenda

2.1. Customer Specific Addenda. BROKER and CONTRACTOR may enter into one or more Customer specific written addenda executed by BROKER and CONTRACTOR (a 'Customer Specific Addendum') to this Agreement for the purpose of amending this Agreement to add provisions, which will be applicable to a specific named Customer. If any provision contained in a Customer Specific Addendum to this Agreement conflicts with any provision contained in this Agreement, the provision contained in the Customer Specific Addendum to this Agreement shall govern.

Article III. Shipment Procedures

3.1. Shipment Tendering and Acceptance. BROKER will send CONTRACTOR a shipment tender via Electronic Data Interchange ('EDI'), facsimile ('FAX'), BROKER'S Internet Connectivity ('INET') or Electronic mail ('EMAIL') with the following minimum information: BROKER'S order number, origin, destination, pickup and delivery dates and times. CONTRACTOR will acknowledge the acceptance of the shipment tendered through an EDI process, a signed returned FAX, an INET process or an EMAIL.

3.2. In-Transit Communication.

CONTRACTOR, at its sole cost and expense, in order to comply with the requirements of the Customer, will provide BROKER with shipment status updates through INET, EMAIL, PHONE, and/or some other means. In order to best serve the Customer, information transmitted in this manner should be completed within two (2) hours of an event, occurrence, or transaction if between 8am and 5pm PST, or by 8am the following business day if transaction is after hours. To ensure Customer satisfaction, communications should include, but are not limited to, the following:

- Bill of Lading information and/or any agreed upon exceptions, special service requirements and similar matters;
- Notification upon arrival for scheduled pickup;
- The time the pickup is effective;
- Notification upon arrival for scheduled point; and
- The time the delivery is completed.

If the load exceeds five hundred (500) miles, CONTRACTOR should provide BROKER with one (1) in-transit status update per day, so that BROKER may communicate progress to Customer.

CONTRACTOR agrees, that pursuant to Customer and safety requirements, it shall notify BROKER and CONTRACTOR'S insurers in accordance with applicable insurance policies, as soon as possible, in the event any of the following occurs in connection with a shipment to which this Agreement applies:

- Any action on the part of a governmental authority (e.g. Customs) or of an accident, spill, theft or other occurrence, which has caused or could cause loss of all or part of a shipment;
- Damage to all or part of a shipment;
- Delay in CONTRACTOR'S making a complete delivery to the consignee or refusal of all or part of a shipment;
- Notation of any overage, shortage and/or shipment damage at time of delivery of a shipment; and/or
- Loss or damage other property or injury to or death of person(s).

3.3. Shipping Documentation. Except as otherwise set forth herein, all cargo transported by CONTRACTOR pursuant to this Agreement shall be deemed to be transported under the terms of the Uniform Straight Bill of Lading. Unless the parties agree otherwise, the Bill of Lading shall be completed as follows in order to reduce Customer confusion and appropriately define the relationships:

CONTRACTOR shall be shown as the carrier, the shipper shall be shown as the consignor and the receiver shall be shown as the consignee.

For each pickup, the CONTRACTOR'S signature on the Bill of Lading will serve as prima facie evidence of receipt of the shipment by CONTRACTOR in good order and condition, except as otherwise noted on the Bill of Lading. In the event CONTRACTOR observes any damage or other issues with a shipment, CONTRACTOR shall contact BROKER before taking possession of the shipment, as stated above in Section 1.3, f.

Upon delivering a shipment, CONTRACTOR will obtain a signature and a noted delivery date from the consignee on the Bill of Lading. At the time of delivery, CONTRACTOR or consignee shall note any discrepancies, including, but not limited to, shortage, damage and/or missing or broken seal, on the Bill of Lading.

Article IV. Rates, Charges and Terms

4.1. Rates. Rates shall be contracted rates, which shall be established in advance of any shipment by BROKER and CONTRACTOR. In no event shall CONTRACTOR'S tariff rates apply except when prior written approval is agreed upon exclusively for (LTL) less than truckload shipments. Rates shall be communicated by BROKER to CONTRACTOR via EDI, a FAX, or by EMAIL. CONTRACTOR will acknowledge the acceptance of the rate in writing or by actual acceptance of the tendered shipment. The rates, charges and terms set forth in the Agreement, in a lane rate schedule or in a spot rate confirmation, are incorporated into this Agreement by reference and shall exclude any different rates, charges or terms which may be referred to in a Bill of Lading, conditions of carriage, delivery receipt, rules circular, tariff (whether filed, published or independently determined) or other shipping document. BROKER will pay CONTRACTOR for its performance of Services in accordance with such rates, charges and terms. All miles will be calculated using the most current version of PC Miler Mileage Guide.

4.2. Payment Procedures. CONTRACTOR will invoice BROKER upon the completion of Services. Each invoice will reference BROKER'S load number. BROKER may request that CONTRACTOR provide the original or a correct copy of the Bill(s) of Lading or Shipping Order, Delivery Receipt and/or copy of the Proof of Delivery and other material reasonably requested by BROKER.

If invoicing by hard-copy, CONTRACTOR must send invoices and required documents to BROKER at this address:

USA Management Systems Inc.
PO Box 2772
Lodi, CA 95241
Attn: Accounts Payable

If invoicing by email or fax, the remit-to information will be noted on the rate confirmation sheet.

Right to Bill. CONTRACTOR hereby appoints BROKER as its agent with the sole right and authority to bill for and collect freight charges.

Standard Payment Terms. BROKER shall pay invoices on or before thirty (30) days following the receipt by BROKER of CONTRACTOR'S invoice and any requested documentation required of CONTRACTOR by BROKER.

Expedited Payment Terms. The parties may agree to expedited payment terms. Such agreement will be set forth in a signed, written addendum to this Agreement.

Waivers. CONTRACTOR agrees that no penalties, interest or late charges will be assessed against BROKER for occasionally inadvertent late payments. CONTRACTOR further agrees that it shall look solely to BROKER for payment for any Services rendered under this Agreement, and expressly waives any statutory or common law rights which it may otherwise have to look to any Customer for such payment. CONTRACTOR shall not, in any event, contact any Customer or consignee regarding payment of any freight bill or any other payment matter whatsoever without the prior express written consent of BROKER. CONTRACTOR acknowledges that any difference between the amounts BROKER pays to CONTRACTOR and collects from a Customer for Services rendered under this Agreement represents BROKER'S compensation for its services. CONTRACTOR must advise BROKER by FAX, EMAIL or other verifiable method of any and all accessorial charges or other charges incurred, in excess of and/or in addition to those agreed and set forth in any spot rate, confirmation or tender, within 24 hours after delivery of the involved shipment. Failure to provide such information could result in failure of BROKER to collect for such charges and, therefore, payment of any such charges shall be at the sole discretion of BROKER. Charges not invoiced to BROKER by CONTRACTOR within thirty (30) days of being incurred will be deemed waived by CONTRACTOR.

4.3. Overcharges and Undercharges. Any action at law by CONTRACTOR to recover undercharges pertaining to the transportation and related services provided by CONTRACTOR under this Agreement, shall be commenced not more than six (6) months after CONTRACTOR'S delivery of the subject shipment.

Article V. Insurance

5.1. Insurance Coverage. At all times during the term of this Agreement, CONTRACTOR shall maintain, at its sole cost and expense, with reputable and reliable insurance underwriters that have an AM Best rating of B+, V or better (for USA based insurance), insurance policies with coverage of not less than the following. If required by applicable law, regulation or rule to maintain a higher amount than the following, that higher amount shall be the minimum:

Base requirements:

Cargo liability insurance covering risks for loss of or damage of shipments, in the minimum amount not less than \$100,000 per shipment. CONTRACTOR shall note that the purchase of cargo insurance at the minimum level, or any other level, shall not limit CONTRACTOR'S liability for cargo damage.

Automobile liability insurance for bodily injury (including injury resulting in death) and loss of or damage to property, in the amount not less than \$1,000,000 combined single limit per occurrence;

Worker's compensation and employer's liability insurance as required by applicable law; and Any additional insurance requirements under any and all applicable United States, Canada, Mexico federal, state, provincial and local laws, regulations and rules.

Increased levels; Customer requirements. Some of BROKER'S Customers generally require higher levels of insurance than those specified above.

Eligibility for hauling freight will depend on the levels of insurance specified in CONTRACTOR'S Certificate of Insurance. CONTRACTOR will not be tendered freight for Customers whose requirements CONTRACTOR does not satisfy.

5.2. Applicability throughout the United States and Canada, and to Interlined or Subcontracted Carrier(s). CONTRACTOR shall ensure that the insurance coverage required as described in this Article V applies throughout the United States and Canada. CONTRACTOR shall also ensure that any interlined or subcontracted carriers(s) providing Services pursuant to this Agreement at the direction of CONTRACTOR and the consent of the BROKER maintain the same insurance coverage as is required of CONTRACTOR by this Agreement.

5.3. Insurance Policy Procedures. Upon execution of this Agreement and prior to CONTRACTOR providing any Services to BROKER or any Customer, CONTRACTOR shall provide BROKER with certificate(s) issued by CONTRACTOR'S insurer(s) evidencing that CONTRACTOR has obtained the minimum insurance coverage as described and chosen by CONTRACTOR in Section 5.1 of this Agreement. Each of the insurance policies and each of the certificates of insurance shall specify USA Management Systems, Inc., 927 Black Diamond Way, Lodi, CA 95240 as the certificate holder. Each of the insurance policies shall provide that BROKER be given at least thirty (30) days prior written notice by the applicable insurer prior to any cancellation of, required renewal of or change in the insurance policy. Upon BROKER'S request, CONTRACTOR shall make copies of the insurance policies, including a list of any and all exclusions from the insurer's liability, available to BROKER. When possible, BROKER shall be named an additional insured on CONTRACTOR'S insurance policy, and proof of such shall be provided to BROKER upon execution of this Agreement.

Article VI. Cargo Claims Liability Standards

6.1. Cargo Claims Liability Standards. CONTRACTOR shall be liable to Broker or the Customer or any consignor or consignee of a shipment as set forth in 49 U.S. Code 14706 (The Carmack Amendment) and applicable United States common law for loss of, damage (injury) to or delay in delivery of cargo transported pursuant to this Agreement, occurring while in the possession or under the control of CONTRACTOR or its interlined or subcontracted carrier (s), or resulting from CONTRACTOR'S performance or failure to perform the Services under this Agreement, and irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or transborder commerce originating at the point in and/or destined to a point in the United States or Canada). Any Released Rate provision, as articulated in the Bill of Lading, shall limit CARRIER and resulting BROKER.

6.2. Handling and Processing of Claims. Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss, damage or delay and any salvage arising therefrom under this Agreement shall be submitted to CONTRACTOR by Customer and handled and processed in accordance with 49 C.F.R. Part 370, irrespective of whether the value of the cargo has been declared or limited, and irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or transborder commerce originating at a point in and/or destined to a point in the United States or Canada). CONTRACTOR shall acknowledge receipt of all such claims within thirty (30) days and shall pay, settle or deny all claims within one hundred twenty (120) days of receipt. For each claim not resolved within one-hundred twenty (120) days due to either non-response by CONTRACTOR or CONTRACTOR'S denial of a claim, BROKER may give thirty (30) days written notice to CONTRACTOR of BROKER'S intention to automatically deduct the amount of the claim from any monies owed by BROKER to CONTRACTOR ('Auto-Deduct'). If Auto-Deduct occurs and CONTRACTOR subsequently provides BROKER with sufficient proof supporting denial of claim, BROKER will release the applicable amount, or a portion thereof, to CONTRACTOR.

6.3. Branded or Labeled Cargo. In the event branded or labeled cargo is damaged, CONTRACTOR agrees to obtain and follow BROKER'S and/or Customer's specific instructions regarding disposal or salvage, if any, of the cargo.

6.4. Special and/or Consequential Damages. Nothing contained in this Agreement shall be construed to render CONTRACTOR liable for any special or consequential damages on account of delay in delivery of a shipment to which this Agreement applies unless CONTRACTOR by its authorized representative thereafter specifically assumes such liability in writing and accepts, prior to tender, the responsibility to provide such Services for the shipment.

Article VII. Indemnification

7.1. Indemnification. CONTRACTOR ("Indemnitor") shall indemnify, defend and hold harmless BROKER, its officers, directors, shareholders, members, employees, agents, subsidiaries and affiliated companies and each of them and their respective directors, officers, employees, and agents (individually 'Indemnitee' and collectively 'Indemnitees'), from and against any and all fines, penalties, losses, damages, injuries, expenses, costs (including attorneys'

fees), claims, demands, liabilities, actions, and judgments ('Liability') for bodily injury to or death of any person (including injury to or death of any employee or agent of CONTRACTOR), or for loss of or damage to property (other than cargo covered by Article IV of this Agreement) including loss of use thereof, or for damage to the environment, or for cleanup or remediation of any leak, spill or contamination, resulting or arising directly or indirectly from (1) the CONTRACTOR'S performance under the contract, and/or (2) the negligent act(s) or omission(s) of CONTRACTOR, its independent contractor(s) or subcontracted carrier(s) or their respective employees or agents, and arising out of or in connection with CONTRACTOR'S discharge of, or failure to discharge, its duties and responsibilities as specified in this Agreement. This indemnity shall not apply to an Indemnitee to the extent any such Liability is solely caused by the negligent act(s) or omission(s) of such Indemnitee. For purposes of CONTRACTOR'S indemnification obligations under this Agreement only, CONTRACTOR specifically and expressly waives as to and for the benefit of the Indemnitees only (but not as to or for the benefit of any employee or agent of CONTRACTOR) any immunity that may be granted CONTRACTOR under any state, provincial and/or federal industrial insurance or workers' compensation laws or regulations or other state, provincial and/or federal laws or regulations, for any and all claims related to or arising out of any injury to or death of any employee or agent of CONTRACTOR. Further, CONTRACTOR'S indemnification obligations under this Agreement shall not be limited in any way by any limitation on any benefits CONTRACTOR is obligated to pay any of its employees or agents under any state, provincial and/or federal industrial insurance or worker's compensation laws or regulations or other state, provincial and/or federal laws or regulations.

Each party shall give the other party prompt written notice of any such Liability coming within the purview of these indemnities. The Indemnitor shall assume and pay for the defense of any such Liability and shall, upon the request of the Indemnitee, allow the Indemnitee to participate in the defense thereof, such participation to be at the expense of the Indemnitee. the Indemnitee shall, in any case, cooperate fully with the Indemnitor in the defense and shall, at its expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the Indemnitor. Settlement by the Indemnitee without the Indemnitor's prior written consent shall release the Indemnitor from the indemnity as to the Liability so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as Indemnitor hereunder falling within the purview of the foregoing Indemnities, which shall have occurred prior to such termination.

CONTRACTOR shall pay any and all taxes, together with fines, penalties or interest thereon, imposed or levied by any United States federal, state, or local taxing authority having jurisdiction over the operation, use, maintenance or ownership of the vehicles and CONTRACTOR'S provision of the Services; and CONTRACTOR shall indemnify, defend and hold harmless BROKER and the Customers from any and all taxes the payment of which is the responsibility of CONTRACTOR.

Article VII. Term and Termination

8.1. Term. This Agreement shall commence upon the Effective Date and will continue until terminated at any time by BROKER or CONTRACTOR upon thirty (30) days prior written notice.

8.2. Termination. If either one of the parties files a bankruptcy petition or has a bankruptcy petition filed against it, or is required to cease and desist from the performance of this Agreement by reason of any order of any court, commission or public authority, the other party may immediately terminate this Agreement upon giving written notice as set forth in Section 9.10.

Article IX. Miscellaneous

9.1. Independent Contractor. This Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise or employment between the parties or their respective employees. Each party has sole authority and responsibility to employ, discharge, discipline and otherwise control and direct its employees, and neither BROKER nor CONTRACTOR, nor any of their employees, are or shall be deemed to be employees of the other. BROKER and CONTRACTOR agree to comply with all laws, rules, rulings, regulations, standards and ordinances applicable to them as such employers. BROKER and CONTRACTOR acknowledge and agree that each is an independent contractor whose operations are independent, separate, and apart from those of the other. All drivers and other persons employed by CONTRACTOR in connection with providing the Services are subject to the direction, control and supervision of CONTRACTOR, and not of BROKER or the Customers. CONTRACTOR shall NOT use any of BROKER'S or a Customer's trade names, trademarks, service marks, slogans, designs, logos and similar items or rights owned or used by BROKER or the Customer without prior written consent of BROKER or the Customer.

9.2. Assignment. Except as expressly set forth in this Agreement, neither CONTRACTOR nor BROKER may assign its rights or delegate or subcontract its duties and obligations under this Agreement to any other person or entity without the prior written consent of BROKER; provided, however, that CONTRACTOR or BROKER may assign this Agreement in conjunction with the sale of all or substantially all of its business. Any unauthorized assignment of this Agreement is void.

9.3. Choice of Law; Venue. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under the substantive law (and the law of remedies, if applicable) of the State of California, without regard to the rules of conflict, except to the extent that mandatory laws, rules and regulations of the United States govern this Agreement. Any lawsuit arising out of this Agreement shall be filed in the Superior Court of California, San Joaquin County, unless there is jurisdiction in federal court, in which case the lawsuit may be filed in the United States District Court for the Eastern District of California, with all proceedings to be held in the Sacramento division of said court.

9.4. Execution in Counterparts, Facsimile and by Scan. This Agreement may be executed by BROKER and CONTRACTOR executing separate identical counterparts, which together shall constitute one agreement. BROKER or CONTRACTOR may execute this Agreement (or a counterpart) with an original signature, a scanned signature, or with a facsimile signature. Any execution by scanned signature or facsimile signature shall be as effective as execution with original signature.

Electronic Imaging: The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form.

9.5. Force Majeure. Neither BROKER nor CONTRACTOR shall be liable to the other for any failure to perform under this Agreement due to acts of God, war, fires, floods, explosions, or other natural catastrophes, civil disturbances, riots, unusually severe weather such as tornadoes, or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications lines or equipment, failure in computer software, hardware or related materials, or similar circumstances, provided: (a) as to any failure of CONTRACTOR to perform, neither the negligent act or omission of CONTRACTOR nor of CONTRACTOR'S interlined or subcontracted carrier(s) contribute to any such failure to perform, and (b) as to any failure of BROKER to perform, the negligent act or omission of BROKER does not contribute to any such failure to perform the obligations. In such event, BROKER or CONTRACTOR shall notify the other of such event and shall use reasonable efforts to minimize the consequences of such event.

9.6. Prior Communications; Entire Agreement. This Agreement supersedes any prior oral or written understanding or agreements or other communications between the parties with respect to the subject matter of this Agreement, including without limitation any agreement for truckload motor carriage; provided, however, that any currently effective confidentiality agreements, rate schedules and/or addenda between BROKER and CONTRACTOR will remain in effect and are incorporated into this Agreement by reference as if set forth herein, unless amended, terminated or contradicted by a provision of this Agreement or a schedule or addendum to this Agreement. This Agreement and the documents referred to herein constitute the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement, including any rate schedule and any Customer Specific Addendum to this Agreement, may only be amended by a writing specifically referencing this Agreement, executed by BROKER and CONTRACTOR.

9.7. Severability. If any term in this Agreement is found by a competent legal authority to be illegal or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement will be unaffected.

9.8. Survival. The provisions of Articles IV, VI, VII, Section 9.3, Section 9.4, Section 9.8, this Section 9.9, Section 9.10, Section 9.10, and Section 9.12 of this Agreement shall survive the termination of this Agreement. All provisions of this Agreement applicable to any shipment whose transit commenced prior to the termination of this Agreement, as to such shipment, shall survive such termination.

9.9. Notice. All notices, requests, consents, approvals and other communications ("Notice(s)") that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given or made when sent by certified mail, return receipt requested, all postage and other charges prepaid or overnight courier service addressed to the parties at their following respective addresses:

To BROKER:
USA Management Systems Inc.
PO Box 2772
Lodi, CA 95241
Attn: Contract Administration Department
Phone: 209-367-3229
Fax: 209-367-3254

To CONTRACTOR:

9.10. Waiver. An effective waiver under this Agreement must be specific, in writing, and signed by the party waiving its right. A waiver by BROKER or CONTRACTOR of any instance of the other's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

9.11. Use of English Language. BROKER and CONTRACTOR confirm that it is their express wish that this Agreement and all documents related to this Agreement be drafted in English only.

9.12. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon BROKER and CONTRACTOR and their respective heirs, administrators, successors, permitted assigns and legal representatives.

9.13. Back Solicitation, Confidentiality and Trade Secret Protections. The parties agree that during the term of this Agreement CONTRACTOR will have access to and become acquainted with confidential and proprietary information of BROKER that derives independent economic value from not being generally known to the public. This information includes, but is not limited to, information about traffic, BROKER's customer lists, customer rates, customer contact persons, customer service programs, the names and identities of BROKER's employees and other contractors, and other similar information that belongs to BROKER or relates to its affairs; and that this information constitutes BROKER's trade secrets.

CONTRACTOR agrees that he, she or it will not disclose or violate BROKER's trade secrets, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or for a period of two years thereafter, except as is required in the course of this Agreement with BROKER.

CONTRACTOR shall not solicit traffic from any shipper, consignee, or customer of BROKER's where CONTRACTOR first knew the availability of such traffic as a result of BROKER's efforts or the traffic of BROKER, consignee, or customer of BROKER was first tendered to CONTRACTOR by BROKER. CONTRACTOR agrees that he, she or it, individually or in association with any other firm or entity, will not solicit business from BROKER's customers or provide any transportation services to any of BROKER's customers, and acknowledges that the names and contact information of BROKER's customers are trade secrets and acknowledges that BROKER's trade secret rights would be violated should CONTRACTOR breach this Agreement by soliciting or providing service to any of BROKER's customers during the term of this Agreement or for a period of two years after termination of this Agreement. Further, CONTRACTOR agrees not to solicit the services of any other contractors providing service to BROKER, or solicit the services of any of BROKER's employees, during the term of this Agreement and for a period of two years after termination of this Agreement.

Default and Liquidated Damages: If CONTRACTOR commits a default of any of the trade secret protection provisions set forth in this Section, the parties agree that it would be impractical or extremely difficult to fix actual damages. In instances where CONTRACTOR solicits or provides service to a customer of BROKER in violation of these provisions a reasonable estimate of BROKER's damages in such event ('liquidated damages') would be an amount equal to one hundred percent of the total gross revenues derived by BROKER from such a customer within the twelve month period immediately preceding CONTRACTOR's default, and in the event that CONTRACTOR breaches the provisions of this Section by soliciting employees or other subcontractors of CARRIER, that a reasonable estimate of BROKER's damages in such event would be the sum of \$50,000, and that the parties and CONTRACTOR agree that BROKER may obtain a court order providing for the liquidated damages set forth above upon proof of CONTRACTOR's default, and shall be entitled to recover any attorney's fees or other costs incurred by BROKER in enforcing these provisions. Except as set forth below, receipt of these liquidated damages along with its fees and costs, shall be BROKER's sole and exclusive remedy in the event of a breach by CONTRACTOR as described above. The parties to this Agreement acknowledge that they have read and understood the provisions of this paragraph and by their initials immediately below agree to be bound by its provisions.

Specific Performance: BROKER and CONTRACTOR recognize and acknowledge that in the event of the breach by CONTRACTOR of this Section, that BROKER would experience immediate, substantial and irreparable harm and the BROKER will be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain liquidated damages as set forth in Section "c" above, and to enforce the specific performance by the CONTRACTOR or to enjoin the CONTRACTOR from further breaching the provisions of this Section. This right of BROKER to commence an action in court shall represent an exception to the otherwise applicable dispute resolution provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this MOTOR CARRIER AGREEMENT as of:

BROKER:

CONTRACTOR:

USA Management Systems Inc.

By:



By:

Name: Caleb Hardy

Name: _____

Title: Manager

Title: _____

Date: January 1, 2011

Date: _____