



22 July 2009

BROKER / DRAYAGE / INTERMODAL AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Cornerstone Systems, Inc. ("BROKER") a Registered Property Broker, Lic. No. MC-321007, and _____, a Motor Carrier licensed in the State of _____, # _____ ("DRAYMAN"); collectively the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation; "Licensed" means operated under authority of the state that issued the license.)

A. DRAYMAN REPRESENTS AND WARRANTS THAT IT:

- 1. Is a licensed motor carrier authorized to transport property and intermodal trailers/containers having prior or subsequent transport by rail, or ocean carrier under contracts with shippers and receivers and/or brokers of general commodities;
- 2. Has executed valid interchange agreements with rail/ocean carrier(s) with whom intermodal transportation is arranged, and will provide BROKER with evidence of the agreement on request; Is not in default of any of it's interchange agreement(s);
- 3. Has the expertise, qualified and trained personnel, proper equipment, and facilities to perform it's services under the terms of this Agreement;
- 4. Is subject to agreements with owners and or lessors of equipment which may be used to perform it's services and that BROKER is not subject or party to any such agreements, nor shall BROKER be liable for the operation, maintenance, or damage to any such equipment;
- 5. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- 6. Has and will maintain cargo, personal injury and public liability insurance as described below, and covers the risks in Pars. A12, A13, and C4;
- 7. Will not insert, nor authorize a SHIPPER to insert BROKER'S name on a bill of lading as the SHIPPER without BROKER'S express written consent;
- 8. Has authorized the person signing this Agreement to do so;
- 9. **Will not re-broker, co-broker, subcontract, assign, interline, pass off, or hand off the transportation of shipments hereunder to any other persons or entity without prior written consent of BROKER. If DRAYMAN breaches this provision, BROKER shall have the right of paying the monies it owes DRAYMAN directly to the delivering carrier, in lieu of payment to DRAYMAN. Upon BROKER's**

payment to delivering carrier, DRAYMAN shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par A.17, DRAYMAN will be liable for consequential damages for violation of this provision.;

- 10. Shall transport the property, subject to the terms of this Agreement;
- 11. Is in compliance with all applicable federal, state and local laws relating to the provision of its services and the performance of this Agreement, including, but not limited to, applicable federal and state safety regulations; has implemented, maintains, and monitors equipment and driver safety control programs in compliance with such laws; maintains control of the means and method of transportation hereunder including but limited to performance of it's driver(s).
- 12. Will notify BROKER immediately if: (a) DRAYMAN's Operating Authority (registration or license) is revoked, suspended or rendered inactive for any reason; and/or if DRAYMAN is sold, Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional"; Upon implementation by FMCSA of CSA 2010, CARRIER will notify BROKER immediately if its safety rating is changed to "unfit" or "marginal". Does not have more than one Safety Evaluation Areas with a score greater than 75 or considered "deficient" issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its Safety Evaluation Areas change to "deficient" in two or more areas.

13. Will defend, indemnify, and hold BROKER and its customers harmless from any claims, losses, damages, or liability of any kind (including reasonable attorney's fees) arising out of DRAYMAN's performance or violation of any of the terms of this, or its interchange agreement(s).

3250 Players Club Parkway, Memphis, TN 38125-8844
(901) 842-0660 - (800) 278-7677 - Fax (901) 328-5727
A Tennessee Corporation

Initial _____

14. i. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.

ii. All DRAYMAN's drivers shall be and are subject to the exclusive direction, control and supervision of DRAYMAN and not BROKER. In order to satisfy shipping requirements of BROKER's customers and/or the contractual service obligations of BROKER, any information furnished by BROKER to DRAYMAN verbally or in writing, including, but not limited to, routes, pick-up and delivery dates, and times, special handling requirements, bracing and blocking requirements, dimensions and weights are provided for informational purposes only and DRAYMAN assumes full responsibility for the performance of its drivers hereunder.

iii. Any communications or reporting requirements regarding the location of freight (tracing) are made in order to satisfy BROKER's customer's requirements or BROKER's contractual service obligations to its customers. The method and manner of performance of the requirements under this Agreement are the sole responsibility and control of DRAYMAN.

iv. **ADDITIONAL DRIVER QUALIFICATIONS:** During the pendency of this Agreement, DRAYMAN will not assign drivers to transport freight:

(a) who have more than three moving violations (other than speeding) in the last three years (from date of conviction or plea);

(b) who have any speeding violations (of more than ten MPH over posted speed limits) in the last three years (from date of conviction or plea);

(c) who have any DWI or DUI violations in the past five years (from date of conviction or plea) or a current charge pending); and

(d) who have any careless or reckless driving violations in the past five years (from date of conviction or plea).;

15. Expressly authorizes BROKER to accept payment from shippers for DRAYMAN's services and waives all rights to collection from shippers for these services.

16. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor DRAYMAN's status as a motor carrier.

17. i. To the extent permissible under applicable federal and state law, DRAYMAN shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

ii. Except for DRAYMAN's liability under Par A.9, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Par C.4.

B. BROKER RESPONSIBILITIES:

1. **SHIPMENTS, BILLING & RATES:** BROKER agrees to solicit and obtain freight transportation business for DRAYMAN to the mutual benefit of DRAYMAN and BROKER, and shall offer DRAYMAN at least three (3) loads/shipments annually. BROKER shall inform DRAYMAN of any time-sensitivity instructions or special equipment requirements provided BROKER has received such information from SHIPPER.

2. BROKER agrees to conduct all billing services to shippers. DRAYMAN shall invoice BROKER for its (DRAYMAN) charges, as mutually agreed in writing or by fax, contained in DRAYMAN's schedules of rates and charges, which are attached and incorporated herein by reference (Exhibit A). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. DRAYMAN's schedule of rates and charges (Exhibit A) shall be provided by DRAYMAN to BROKER in writing (fax or mail) and shall include all rates, classifications, rules and

practices upon which any rate applicable to the shipments transported is based, and no part thereof shall be amended, modified or changed without mutual written consent of the Parties.

3. Additionally, any rates which may be verbally agreed upon shall be deemed confirmed in writing where DRAYMAN has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Unless specifically agreed to in writing, no rates or charges, including, but not limited to, accessorial charges, detention charges, demurrage charges, "released rates", or "limited liability" rates or values, other than those mutually agreed upon by the Parties herein shall be valid.

4. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of DRAYMAN's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay DRAYMAN. BROKER agrees to pay DRAYMAN's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided DRAYMAN is not in default under the terms of this Agreement, provided invoice and other required documentation is received no later than 60 days after date of delivery, or scheduled date of delivery of the freight whichever is earlier. DRAYMAN expressly waives its right to collection for failure to deliver timely invoicing and other required documentation within the 60 day period. Arbitration or litigation for alleged nonpayment for CARRIER services hereunder must be commenced within one year of date of delivery or scheduled date of delivery whichever is earlier in order to avoid being permanently barred. Upon receipt of payment of any amounts by DRAYMAN arising out of this Agreement, DRAYMAN automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER. DRAYMAN shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

C. DRAYMAN RESPONSIBILITIES:

1. EQUIPMENT: All shipments tendered by a shipper or customer to DRAYMAN, procured by BROKER under the terms of this Agreement, shall be accepted by DRAYMAN for transportation, provided such shipment does not exceed the capacity (weight or cubic volume) of DRAYMAN's equipment. DRAYMAN agrees to provide or arrange for the "Necessary Equipment" and qualified personnel for completion of the transportation services required hereunder. "Necessary Equipment" means but is not limited to equipment which meets applicable state and federal safety and security

standards, is structurally sound, and is suitable for transporting its contents without damage.

2. BILLS OF LADING:

a) DRAYMAN shall issue a bill of lading or delivery receipt for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing DRAYMAN shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s), container(s) is loaded, regardless of whether a bill of lading or delivery receipt has been issued, and/or signed, and/or delivered to DRAYMAN. Any terms of the bill of lading or delivery receipt inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading or delivery receipt acknowledging receipt of the cargo, by DRAYMAN, shall not affect the liability of DRAYMAN.

b) Intermodal Shipments: DRAYMAN shall submit copies of the railroad bills of lading or other proof of delivery to BROKER, as requested by BROKER.

3. LOSS & DAMAGE CLAIMS:

a) DRAYMAN shall comply with applicable federal and state regulations (if any) for processing all loss and damage claims and salvage, which arise out of the discharge of DRAYMAN's duties and responsibilities hereunder.

b) The burden of proof for DRAYMAN's liability and damages for any cargo loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

c) Special Damages: Any liability of DRAYMAN under Pars. A13 and 14 above shall constitute Special Damages, the risk of which is expressly assumed by DRAYMAN and which shall not be limited by any liability under Subp. (b) above.

d) DRAYMAN shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations issued or adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, for processing all loss and damage claims and salvage, which arise out of the discharge of DRAYMAN's duties and responsibilities hereunder; and

e) DRAYMAN assumes all risk of loss and shall defend, indemnify and hold BROKER harmless from any liability arising out of violation of Par. A(9) including consequential damages, costs, expenses and reasonable attorney fees. At BROKER's sole option and not in limitation of any other remedy hereunder BROKER may declare DRAYMAN's compensation for any such shipments forfeited.

f) If, upon picking up a loaded container/trailer from a shipper DRAYMAN's learns or sees or becomes aware of damage to the cargo or a discrepancy between the quantities count on the bill of lading and the quantities actually loaded in the container/trailer,

DRAYMAN's shall write on the bill of lading a description of the damage and the actual number of pieces or pallets actually loaded in the container/trailer. DRAYMAN shall notify BROKER immediately by telephone, fax or email of any such damage or discrepancies.

g) When picking up a loaded container/trailer at a railroad terminal, DRAYMAN shall inspect the container/trailer for a seal. If there is no seal or the seal is damaged or the seal number does not match the seal number on the railroad interchange document, the driver shall make a notation on the bill of lading and any other interchange document and shall notify BROKER immediately by telephone, fax or email. DRAYMAN shall also notify the railroad gate personnel immediately upon discover or a seal alteration, tampering, or no seal.

h) When delivering a loaded container/trailer to a consignee, DRAYMAN shall write the trailer seal number on the delivery receipt and mark it "seal intact" and obtain a signature (written and printed) from the consignee on the delivery receipt as proof of delivery. If the driver learns, sees or becomes aware of cargo loss or damage on the shipment, or the consignee makes written notation of cargo loss, damage or a missing seal on the delivery receipt, DRAYMAN shall notify BROKER immediately by telephone, fax or email. If such discovery of cargo loss, damage or seal discrepancy is made during normal business hours, the driver shall not leave the consignee's premises until instructed by BROKER. If such discovery is made outside of normal business hours, contact the BROKERS after- hour numbers. DRAYMAN further acknowledges that its failure to notify BROKER immediately of loss or damage may result in the railroad not being allowed a reasonable opportunity to inspect the shipment, and thus, prevent recovery by BROKER or the shipper for any such damage. Drayman shall be liable to BROKER for damages incurred due to DRAYMAN's failure to notify BROKER of cargo loss or damage as outlined above.

4. INSURANCE: DRAYMAN shall furnish BROKER with Certificate(s) of Insurance, or insurance policies protecting BROKER from the risks and providing coverage which shall be deemed to be primary referred to in Pars. A12, 13 and C3, and this Par. 4 providing 30 days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability, \$1,000,000; property damage, \$1,000,000; auto liability, \$1,000,000; cargo damage/loss, \$100,000; and workers compensation with limits required by law. Insurance certificates or policies shall comply with minimum requirements of applicable federal and/or state laws and regulations. Nothing in this Agreement shall be construed to limit liability to the

insurance limits set forth above, nor shall any exclusion in any insurance policy exonerate DRAYMAN from liability.

5. TIMELY BILLING: BROKER's obligation to pay DRAYMAN for its services shall be conditioned upon BROKER's receipt of DRAYMAN's invoice(s) within 60 days of completion of DRAYMAN's services. Claims for undercharges (if any) must be received by BROKER 180 days of completion of DRAYMAN's services or they are deemed to be waived. Unless otherwise agreed in writing, DRAYMAN shall indemnify BROKER and its customer(s) against any claim(s) for storage, demurrage, per diem or detention which results from DRAYMAN's delay in providing service(s), including, but not limited to, or returning empty equipment.

6. ACCESSORIAL CHARGES:

a) DRAYMAN shall not bill BROKER, and BROKER shall have no obligation to pay, for accessorial charges without the written agreement of BROKER. Said accessorial charges include, but are not limited to, driver detention, driver assist or load or unload, lumper charge(s), container/trailer detention or usage charges, container/trailer storage charges, chassis charges, any damages or theft of any containers/chassis/trailers, or other equipment which occurs while under the possession/control of DRAYMAN.

b) DRAYMAN shall be liable to BROKER for any of the above-described charges incurred by, charged to, or asserted against BROKER due to DRAYMAN's failure to comply with the terms of this Agreement, any railroad equipment interchange agreement, or any applicable ocean carrier, freight forwarder, or NVOCC tariff(s).

D. MISCELLANEOUS:

1. DRAYMAN specifically waives any and all liens it may have or assert under any state or federal law against BROKER, or any cargo/freight tendered to it under the terms of this Agreement.

2. It is understood and agreed that the relationship between BROKER and DRAYMAN is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. DRAYMAN shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of DRAYMAN. DRAYMAN represents and agrees that at no time and for no purpose shall it

represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

3. NON-EXCLUSIVE AGREEMENT: DRAYMAN and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other draymen, brokers, or freight forwarders.

4. WAIVER OF PROVISIONS:

a) Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.

b) This Agreement shall be deemed to be for specified services under 49 USC 14101(b). To the extent that any of the terms or conditions of this Agreement are inconsistent with Part (b) Subtitle IV, of Title 49 USC (ICC Termination Act of 1995) the Parties expressly waive any and all rights they may have under the act.

5. DEFAULT: In the event of a material breach by DRAYMAN of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to DRAYMAN and/or received from shippers which BROKER is obligated to pay DRAYMAN. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph 5 below, all other remedies it may have at law or in equity against DRAYMAN.

6. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, BROKER shall sole right to determine Arbitration or Litigation. Arbitration proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), or Transportation ADR Council, Inc. (ADR), upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration or Litigations proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the TAM or ADR nearest Memphis,

Tennessee or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Tennessee shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals. Venue, controlling law, and jurisdiction in any legal proceedings shall be in Shelby County in the State of Tennessee not withstanding conflicts of laws and rules to the contrary.

7. NO BACK SOLICITATION: DRAYMAN shall not solicit freight shipments from any customer of BROKER, when: (a) the availability of such shipments first became known to DRAYMAN as a result of BROKER's efforts; and/or (b) where the shipments of BROKER's customer were tendered to the DRAYMAN by the BROKER at any time prior to DRAYMAN's delivery of any freight for said customer. In the event of breach of this provision, BROKER shall be entitled, for a period of eighteen (18) months following delivery of the last shipment transported by DRAYMAN under this Agreement, to a commission of twenty percent (20%) of the transportation revenue (as evidenced by freight bills) received by DRAYMAN for the transportation of said freight as liquidated damages (not as a penalty). Additionally, BROKER may seek injunctive relief and in the event it is successful in obtaining such injunctive relief, DRAYMAN shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.

8. CONFIDENTIALITY:

a) During the term of this Agreement and for two (2) years after termination for any reason, the DRAYMAN shall not directly or indirectly disclose to anyone, or use for its own, or anyone else's benefit, Confidential Information as defined herein. Under this Agreement, "Confidential Information" shall mean information of the BROKER which includes (but is not limited to) business and/or marketing and sales plans, trade secrets, customer names, customer contacts, personal customer information, customer shipping or other logistics requirements, and all pricing information. "Customer", for purposes of this Agreement, shall mean any person or entity with whom BROKER is or has conducted business during the 18 months immediately preceding violation of this Agreement and who was

introduced to DRAYMAN by BROKER. Confidential Information may be disclosed either orally, visually or in tangible form (whether by document, electronic media, or other form). The failure of either Party to mark, label or identify any of the above-described information as Confidential shall not affect its status as part of the Confidential Information protected by this Agreement.

b) In the event of violation of this paragraph, BROKER shall be entitled to the remedies set forth in Par. 6(b) above.

9. **MODIFICATION OF AGREEMENT:** This Agreement and the rate schedules attached may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs B2 and B3).

10. **NOTICES:**

a) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

b) The Parties shall notify each other as soon as practicable of any claim that is asserted by anyone against either of them.

11. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for

successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either party at any time, including the initial term. Upon termination the Parties shall be responsible to complete their respective performance obligations hereunder.6

12. **SEVERANCE:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written.

13. **HEADINGS:** Headings in this Agreement are for convenience only and shall not constitute a part hereof.

14. **ENTIRE AGREEMENT:** Except for Exhibit A (and its amendments), billing, invoices and receipt of payment documents referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Cornerstone Systems, Inc
(BROKER)

(CARRIER)

Authorized Signature
Jonathan Ward
Printed Name
Risk Manager
Title

Authorized Signature
Printed Name
Title

Company Address:

Company Address:

3250 Players Club Parkway
Memphis, TN 38125-8844

901-842-0660 901-328-5727
Phone Fax
jward@cornerstone-systems.com
E-Mail

Phone Fax
E-Mail

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Please email invoices and backup documentation to invoices@cornerstone-systems.com or fax to 901-531-8397.

Vendor Set-up Packet

Carrier Name: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____

Remit To Name: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____

Required Information...

- _____ Contract Authority (Please provide certificate)
- _____ Signed Contract (Please initial all pages of contract)
- _____ Certificate of Insurance – Show Cornerstone as holder
 - \$100,000 Cargo Insurance Required
 - \$1,000,000 Automobile/Public Liability Required
- _____ W-9 Completed
- _____ DOT Rating – Must be Satisfactory (For Truckload, LTL Drayman)
- _____ SCAC Code (For Truckload, LTL Drayman)

Please email completed Setup packet to accounting@cornerstone-systems.com or fax to 901-328-5727.

Requested Information (if applicable)

Haz-Mat Authority (Provide Certificate)
 Pallet Exchange
 Bonded Shipments
 Number of Trailers

Haz-Mat Security Plan
 Liquor Permit
 Number of Power Units

Type of Service

	Air		Broker		Customs Broker		Drayman
	Equip. Provider		LTL		Lumper		Maintenance
	Ocean		Payable		Railroad		Transloader
	Truck		Warehouse		3-PL		

Type of Equipment (Please provide number of equipment pieces)

	Chassis		Curtain		Drop Deck		Flat Bed
	Heavy Haul		Pups		20' Container		40' Container
	45' Container		45' Dry Van		48' Container		48' Dry Van
	48' Refer		48' Air Ride		53' Container		53' Dry Van
	53' Refer		53' Air Ride		57' Air Ride		

USA Coverage

AL		AK		AR		AZ		CA	
CO		CT		DE		FL		GA	
HI		IA		ID		IL		IN	
KS		KY		LA		MA		MD	
ME		MI		MN		MO		MS	
MT		NC		ND		NE		NH	
NJ		NM		NV		NY		OH	
OK		OR		PA		RI		SC	
SD		TN		TX		UT		VA	
VT		WA		WI		WV		WY	

Canada Coverage

AB		BC		MB		NB		NF	
NS		NT		NU		ON		PE	
PQ		SK		YT		US stop	Y / N		

Mexico Coverage

Aguascalientes		Baja California		Baja California Sur		Campeche	
Chiapas		Chihuahua		Coahuila		Colima	
Distro Federal		Durango		Estado de Mexico		Guanajuato	
Guerrero		Hidalgo		Jalisco		Michoacan	
Morelos		Nayarit		Nuevo Leon		Oaxaca	
Puebla		Queretaro		Quintana Roo		San Luis Potosi	
Sinaloa		Sonora		Tabasco		Tamaulipas	
Tlaxcala		Veracruz		Yucatan		Zacatecas	

**Amendment to Broker/Drayage-Intermodal Agreement between
Cornerstone Systems Inc and _____ dated _____.**

**CONFIRMATION OF HAZARDOUS MATERIALS REGISTRATION, SECURITY PLAN, AND
TRAINING**

The Federal Code of Regulations mandates that all carriers transporting hazardous materials in placardable quantities obtain annually a Certificate of Registration, have a written security plan in place and provide in depth security training.(49 CFR §107.608;§ 172.701-704;§ 172.800-804).

Security plans must be in place by September 25th, 2003. As such, it is essential that we confirm adherence to these regulations by all carriers handling/transporting hazardous materials for our clients. The Parties agree that paragraph A 12 of the Agreement identified above shall be amended by adding the following:

“Our records show that your company is, or previously was, authorized to handle/transport hazardous materials. Please confirm, by your signature below, that your company:

1. Has and will maintain a current Certificate of Registration issued by the Research Special Programs Administration, (USDOT), and any of its predecessor or successor agencies;
2. Has adopted and implemented a security plan by September 25th, 2003 and thereafter which complies with the requirements of the federal regulations;
3. Provides in depth security training for all haz-mat employees as required by the federal regulations.

I represent and confirm that my company is in compliance with the registration, security plan and training requirements of the federal regulations (and any amendments or revisions of them) which are identified above.

This Amendment is agreed to and approved:

Signature of Security Officer or Authorized Representative

Printed Name

Company Name

Address

Phone _____

CORNERSTONE SYSTEMS, INC.

BY _____
(Authorized representative signature)

Name _____

Date _____

September 2003

3250 Players Club Parkway, Memphis, TN 38125-8844
(901) 842-0660 - (800) 278-7677 - Fax (901) 328-5727
A Tennessee Corporation

Initial _____



March 2008

All rates, charges and special services must be submitted in writing to Cornerstone Systems via email, fax, or mail. If you change any rate(s), charge(s) or special service(s), you must provide us with written notice at least 30 days prior (reductions excluded) of your intent; without this prior notification changes will not be accepted. The rates you submit to Cornerstone will become part of the drayage-intermodal agreement and listed as Exhibit A of the agreement. You are also requested to provide us with the name and telephone number of your Pricing / Rate contact if different from the person this letter is being sent.

Rates and notices of changes to the rates, accessorial charges and special services are to be sent via one of the following methods:

MAIL: Cornerstone Systems
Pricing Manager
5101 Wheelis Drive, Suite 300
Memphis, TN 38117-4535

FAX: 901-328-5727

EMAIL: DrayRate@cornerstone-systems.com

The preferred method of providing rates is via email in a Microsoft Excel format. All questions are to be directed to Rich Horstmann, Pricing Manager, Memphis, TN at 901-842-1243.

Sincerely,

Ronald C. MacDonald

Senior VP Marketing
Memphis, TN
901-842-0660