



CONTRACT CARRIER/BROKER AGREEMENT

**285 S. DuPont Street Suite 103
Ontario, CA 91761**

Phone: (909)740-6367

FAX: (909)740-6787

MC: 714088

SouthWestLogisticsInc.com



CONTRACT CARRIER/BROKER AGREEMENT

This contract made this _____ day of _____, 20____, by and between _____, hereinafter referred to as "CARRIER" and SOUTH WEST LOGISTICS INC. hereinafter referred to as "BROKER."

WITNESSETH:

CARRIER is a motor contract carrier of property authorized by Permit No. MC-_____ (a copy of such permit is attached hereto and made a part hereof) to provide transportation of property under contract with shippers and receivers of general commodities, and

WHEREAS, "BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by the commercial motor vehicle and may duly registered where required.

NOW THEREFORE, in consideration of the representations made herein, the parties agree as follows:

**I. SPECIFIC OBLIGATION OF CARRIER
LIABILITY OF CARRIER**

The CARRIER shall issue a bill of lading for property it receives for transportation under this contract and shall be liable to the person entitled to recovery under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the CARRIER. Failure to issue a bill of lading does not affect the liability of the CARRIER. The CARRIER's liability shall be the same as a CARRIER's liability under 49 U.S.C. 11707.

CARRIER agrees to maintain minimum cargo insurance in the amount of \$100,000.00 to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give **BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.** The cargo insurance shall have no exclusion or restrictions that would not be accepted by the Interstate Commerce Commission for a filing.

CARRIER's liability shall begin at the time cargo is loaded upon CARRIER's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to intermediate stopoff party.

CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this Agreement.

Initials _____ Date _____



CARRIER further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and/or property arising out of CARRIER's operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits, related to the shipments transported by CARRIER as arranged by BROKER.

II. SPECIFIC OBLIGATION OF BROKER

BROKER shall offer to CARRIER a minimum of one (1) shipment for each month this agreement remains in effect.

BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addendum thereto, within 30 days of the receipt of BROKER of CARRIER's invoice, and signed delivery receipt, and original addendum covering such transportation.

III. RATES AND CHARGES

BROKER agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rates set forth in Appendix "1" attached hereto and made a part hereof. Modifications or additions to these rates may be agreed to in writing or made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates will be made by a recap faxed or emailed by BROKER to CARRIER and by the CARRIER's pick up of the shipment.

Additional rates or modifications of the above rate may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such changes shall be sent by the party initiating the change, by facsimile machine, the proposed change with the initialed approval. The carrier must initial or sign the copy of the change and return via facsimile, prior to loading the shipment. These changes shall be separately numbered by the load assignment number on the Addendum. A sample is attached hereto which is marked as "sample" in the upper right hand corner. The carrier shall include the original signed copy with their invoice to the broker at the time of billing.

Changes to the original load assignment will be initialed and sent via facsimile machine by BROKER to CARRIER, and initialed and returned via facsimile machine by CARRIER to BROKER. Original initialed copy will also be sent to BROKER by CARRIER at time of billing.

CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of these freight charges to BROKER shall relieve shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges.

IV. BILLS OF LADING

The bill of lading shall note that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as broker. The name of the underlying

Initials _____ Date _____

shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in a blank for the consignee. When BROKER has assembled multiple shipments into carload or truckload lots, the list of underlying shippers will be attached as an Appendix to the bill of lading.

V. COMPLIANCE WITH 49 U.S.C. 10102

Both parties recognize that motor contract carrier service is based on the CARRIER, either (1) assigning motor vehicles for a continuing period of the time for the exclusive use of a shipper; or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract arrangement has been designed to meet the distinct needs of the BROKER.

The BROKER needs the CARRIER to assume full liability for the actual loss of or injury to the property tendered to the CARRIER to negate a possibility of the CARRIER moving these goods on released rates with the limitation liability, and Paragraph 1, specifically imposes this obligation upon the CARRIER that claims shall be settled in accordance with 49 C.F.R. 1005, and this is also designed to meet the distinct needs of the BROKER. Further, the BROKER needs a single forum for the settlement of disputes, and Paragraph VI.(b) meets this distinct need of the BROKER.

VI. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS AND OTHER DISPUTES.

- (a) Cargo claims shall be settled in accordance with the regulations codified at 49 C.F.R. 1005.
- (b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.
- (c) **Disputes.** (Jurisdiction and Venue) Any lawsuit to interpret or enforce this Agreement shall be brought and maintained until concluded by settlement, judgment, verdict, appeal, or otherwise in the Circuit Court of San Bernardino County, California.
- (d) **Insurance.** CARRIERS shall furnish BROKER with certificate(s) of insurance, or insurances policies providing (30) days advance written notice of cancellation, or termination, and unless otherwise agreed, subject to the following limits: Public liability \$1,000,000.00 (including hired and non owned vehicles), property damage, personal injury liability \$1,000,000.00 and workers compensation with limits required by state law.

VII. INDEPENDENT CONTRACTOR

The relationship of the BROKER and the CARRIER shall, at all times be that of an independent contractor, except that the BROKER shall be an agent for the CARRIER for the collection of charges, when the shipper pays the BROKER.

Initials _____ Date _____



VIII. NO SOLICITATION

CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and "back solicits" the BROKER's customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of 24 months after the involved traffic first begins to move, to a commission from the CARRIER of 20% of the transportation revenue received on the movement of the traffic.

CARRIER agrees that it will not knowingly employ any of the BROKER's employee's for a time period of ninety (180) days from termination date of their employment with BROKER.

IX. ACTS OF GOD

Neither party hereto will be liable for the failure to tender to timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

X. MISCELLANEOUS

This Agreement shall be governed by Title 49 of the United States Code and Title 49 of the code of Federal Regulations.

This Agreement is to become effective on the ____ day of _____, 20____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto and cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other.

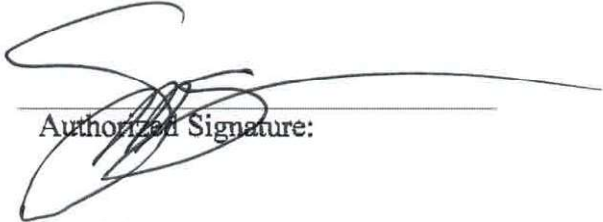
Initials _____ Date _____

IN WITNESS WHEREOF,

The parties have set their hands and seals this ____ day of _____, 20 .

(BROKER) SOUTH WEST LOGISTICS INC.

(CARRIER)



Authorized Signature:

Authorized Signature:

Scott Sloan
Printed Name:

Printed Name:

President
Title:

Title:

285 S. DuPont Street, Suite 103, Ontario,
CA Company Address:

Company Address:

909-740-6367
Phone:

Phone:

909-740-6787
Fax#

Fax#

s.sloan@southwestlogisticsinc.com
E-Mail

E-Mail

Initials _____ Date _____



WORKERS' COMPENSATION EXCLUSION LETTER

SOUTH WEST LOGISTICS INC.
285 S. DuPont St. Suite 103
Ontario, CA 91761

To Whom It May Concern:

_____ (name of business). I am performing work as an independent contractor for South West Logistics Inc. I am not an employee of South West Logistics Inc. for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from South West Logistics Inc. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them, and hold South West Logistics Inc. harmless from any and all liability.

Sincerely,

Signature of Carrier

Date

Printed Name

Name of Company

Street Address

City

State

Zip



U.S. Department of Transportation
Federal Motor Carrier Safety Administration



1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
April 22, 2015

DECISION
MC-714088-B
SOUTH WEST LOGISTICS INCORPORATED
COLTON, CA

REINSTATEMENT OF AUTHORITY

On November 15, 2010, SOUTH WEST LOGISTICS INCORPORATED, was notified that its broker license was revoked by the Federal Motor Carrier Safety Administration.

SOUTH WEST LOGISTICS INCORPORATED, has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The broker license evidenced in Docket No. MC-714088-B is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: April 22, 2015

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Division Chief
Office of Registration and Safety Information

REI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRI-CON INSURANCE SERVICES, INC. 1435 S. GROVE AVE SUITE # 7 ONTARIO, CA 91761 License #: 0F17015	CONTACT NAME: Julio
	PHONE (A/C No, Ext): (909)930-0500 FAX (A/C No): (909)930-0579
	E-MAIL ADDRESS: J_Gutierrez@Triconins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : COLONY NAIC # 39993
INSURED SOUTHWEST LOGISTICS, INC PO BOX 4258 ONTARIO, CA 91761	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 00005070-0 REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

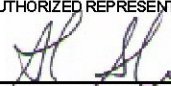
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		101GL0030833-00	08/25/2016	08/25/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-FR
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

North Texas Med-Surg Clinic Denton is listed as Additional insured.

CERTIFICATE HOLDER

CANCELLATION

North Texas Med-Surg Clinic Denton 2509 Scripture St Denton TX Denton, TX 76201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JCG)

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
OR											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



MC# 714088 – USDOT# 2246790

Company Profile:

South West Logistics Incorporated is engaged in the business of Transportation, White Glove installations and final mile deliveries throughout the Western United States. The Company performs in two principal activities: The transportation of medical and electronic equipment along with providing complete installation of delivered products. Second, the transportation of goods throughout the Western United States through its broker division. It conducts commercial operations out of Ontario, California and through a network of over 10 distributed agents in Texas, California, Oregon, Washington, Utah, Colorado, Arizona, New Mexico, Nevada, Minnesota, Oklahoma and Idaho.

History:

South West Logistics was incorporated in 2015. While the company itself is new, the experience behind the company is tremendous. Since the late 80's, the principals of the company have been in the business of moving and installing medical and dental equipment along with computer network service and repair. In late 2012, Principal member combined their knowledge of the IT industry with White Glove deliveries and brought it to the medical industry. Two years later South West Logistics was founded.

Today:

South West Logistics continues to grow in the White Glove Delivery segment within the medical industry. It continues to hire great people to perpetuate the philosophy of "Customer First Always". Its network of skilled Agents throughout the country adhere to the highest standards in the transportation industry, while promoting the South West Logistics brand.

Future:

Since inception, South West Logistics has experienced sustainable growth through careful planning, some risk taking and excellent customer service. Through hard work, discipline and strong customer service skills, South West Logistics forges ahead to meet customer goals and expectations. Expanded services of LTL, FTL to all across the country are being implemented at a steady pace.

Unique Services:

LTL Service across the US, Next Day Delivery from Northern CA, to Southern CA, Same Day Delivery Services in Northern California Bay Area. White Glove – Specialty services in Dental and Technical industries now available.

Highlights:

TESLA: Set up an in house hospital, PG&E Set up an in house hospital, Hoag Hospital – complete 82 room installation, Texas Tech Health – 72 room complete hospital setup. Over 97% excellent ratings on surveys.

South West Logistics Incorporated. 285 S. Dupont Suite 103. Ontario, CA 91761