



# BRIDGEWELL RESOURCES™

## Motor Carrier General Terms And Conditions

\_\_\_\_\_, 20\_\_

### Dear Motor Carrier Applicant:

Thank you for your interest in becoming an approved motor carrier for Bridgewell Resources LLC (“Bridgewell”), a distributor of industrial and hardwood products, poles, agriculture and food products (collectively, the “Products”) throughout the United States. In order to establish your company as an approved motor carrier, Bridgewell requires that your company first provide it with:

1. a copy of this Letter Agreement (this “Agreement”) with signature from an authorized representative of your company agreeing to the terms and conditions set forth below;
2. a copy of your company’s interstate authority issued by the ICC or FMCSA; and
3. an insurance certificate evidencing your company’s compliance with the minimum insurance requirements set forth herein.

1. **TERM AND TERMINATION.** This Agreement will be in effect for a period of one (1) year from the date set forth above and thereafter on a year-to-year basis. Either party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to the other party. Bridgewell may terminate this Agreement immediately upon any material breach of this Agreement by Carrier. Such termination shall not excuse Bridgewell or Carrier from any obligation or liability under this Agreement that occurs prior to or upon the effective date of termination, or that expressly survives the termination or expiration of this Agreement.

2. **RATES AND CHARGES.** Bridgewell agrees to pay Carrier the rates and charges agreed to on a per-shipment basis on the thirty-first (31st) day after the receipt of Carrier’s freight bill or invoice, clear delivery receipt, and any other billing documents and information reasonably requested by Bridgewell. Carrier represents and warrants that there are no other applicable rates, charges or surcharges except those agreed to in writing by Bridgewell, and Carrier hereby waives and releases any claim against Bridgewell related to such rates, charges or surcharges. Bridgewell shall not be liable to Carrier for any loss of discount, penalty or interest for late payments.

Bridgewell shall have the right to specify whether the charges payable to Carrier for any shipment shall be made by Bridgewell or, alternatively, by the consignee of such shipment or by any other third party payor designated by Bridgewell, and Carrier shall render its invoices accordingly. Whenever Bridgewell specifies on the bill of lading or other correspondence with Carrier that such charges for any shipment shall be paid by a person or entity other than Bridgewell, Carrier agrees that it will have no recourse to collect such charges against Bridgewell.

No action or claim to recover any overcharge or undercharge may be brought by either party more than nine (9) months after the applicable services have been performed. The processing, investigation and disposition of any overcharge, unidentified payment, duplicate payment or over collection claim will be governed by 49 C.F.R. Part 378. Bridgewell may offset any discovery of overpayment from Bridgewell’s payments to carrier hereunder or against any other amounts payable by Bridgewell to Carrier. Carrier warrants that it will not use an outside auditing service to determine if any additional charges are owed by Bridgewell under this Agreement.

3. **BILL OF LADING AND OTHER FREIGHT DOCUMENTS.** Each shipment transported by Carrier will be evidenced by a bill of lading or other trip manifest in a form and manner mutually agreed to between the parties. The bill of lading or other trip manifest will serve as a receipt for the shipment only, and any contractual terms or conditions contained on such document will be null and void. The signature of Carrier’s driver on the bill of lading or trip manifest will evidence the receipt of the shipment by Carrier in good order and condition. Upon delivery of each shipment of Product, Carrier shall obtain a delivery receipt, on a form specified or approved by Bridgewell, showing the kind and quantity of Product delivered to the consignee of each shipment at the destination specified by Bridgewell and the time of such delivery, and Carrier shall cause such receipt to be signed by the consignee or its authorized agent at destination. Any exception or notation of damage or loss contained on such delivery receipt will constitute *prima facie* evidence that such damage occurred while the Products were in the possession or control of Carrier, unless such exception, damage or loss was noted on the bill of lading by Carrier’s driver at the time of pickup.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties understand and agree that Carrier is entering into this Agreement as an independent contractor and that none of Carrier’s personnel engaged in providing services under this Agreement are to be considered employees or agents of Bridgewell. Carrier shall, at its sole cost and expenses, furnish all fuel, oil, tires and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the tractors, trailers and other motor vehicles and related equipment furnished by Carrier for the performance of its obligations hereunder (the “Equipment”). Carrier, at its sole cost and expense, shall employ in the operation of the Equipment only competent, legally qualified and properly licensed personnel. Carrier shall have full control of such personnel, shall perform the services under this Agreement as an independent contractor and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to workers’ compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the services provided under this Agreement.

5. **INSURANCE.** Carrier shall procure and maintain during the term of this Agreement, at its sole cost and expense, the following insurance coverages (with a reputable and financially responsible insurance company):

- (a) Auto/trucker public liability and property damage insurance insuring Carrier in an amount not less than \$1 million combined single limit per occurrence. Such policy must meet the minimum requirements and be properly filed with the Federal Motor Carrier Safety Administration as required by 49 C.F.R. § 387.301.
- (b) Commercial general liability insurance insuring Carrier in an amount not less than \$1 million combined single limit per occurrence. Such policy shall provide coverage for premises and operations, bodily injury, property damage, personal and advertisers injury and contractual liability.
- (c) All risk broad form motor truck cargo legal liability insurance in an amount not less than \$100,000 per occurrence. Such policy shall name Bridgewell as an additional insured and provide primary coverage to Bridgewell and/or the owner or consignee for any loss, damage or delay related to the Products while in the possession of Carrier under this Agreement. The policy provided under this provision shall have no exclusions or restrictions of any type that would foreseeably preclude coverage related to cargo claims, including but not limited to any exclusion for non-scheduled equipment, unattended vehicles, or weather-related damage caused by improper tarping.

Upon Bridgewell's request, Carrier shall furnish to Bridgewell written certificates obtained from Carrier's insurance provider naming Bridgewell as an additional insured (on the liability policies only) and showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to Bridgewell at least thirty (30) days prior to such cancellation or modification. Upon Bridgewell's request, Carrier shall provide Bridgewell with copies of the applicable insurance policies.

6. **CARGO LOSS OR DAMAGE AND DELAY.** Carrier shall have the sole and exclusive care, custody and control of the Product from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in this Agreement. Carrier assumes the liability of a common carrier (i.e., Carmack Amendment liability as set forth under 49 U.S.C. § 14706) for loss, delay, damage to or destruction of any and all of the Products while under Carrier's care, custody or control. All cargo loss, damage and delay claims shall be handled pursuant to the claim handling procedures set forth in 49 C.F.R. Part 370, as amended. Carrier agrees that no released rates or liability limitations shall apply to any shipment handled by Carrier. If a shipment or any part thereof is lost, damaged or destroyed, Carrier shall pay to Bridgewell the price charged by Bridgewell to its customers for the kind and quantity of Products lost, damaged or destroyed, and in addition, all taxes, fees and other charges of any kind or nature which Bridgewell may incur with respect to the Products. In addition, Carrier shall be liable to Bridgewell for all economic losses, including consequential damages that are incurred by Bridgewell for any Products lost, damaged or delayed.

7. **INDEMNITY.** Carrier shall defend, indemnify and hold harmless Bridgewell and its officers, directors, shareholders, agents, consignees and employees from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney fees, arising out of or in any way related to performance or breach of this Agreement by Carrier, its employees, agents or independent contractors working for Carrier (collectively referred to as the "Claims"), including, but not limited to Claims for or related to personal injury (including death) and property damage related in any way to Carrier's possession, use, maintenance, custody or operation of the Equipment; provided, however, that Carrier's indemnification obligations under this paragraph will not apply to any portion of such Claim caused by or resulting from the sole gross negligence of Bridgewell. The parties agree that Carrier's indemnification obligations shall survive the termination of this Agreement.

8. **COMPLIANCE WITH LAW.** Carrier shall obtain all licenses, permits and authorizations which may be required to perform the services under this Agreement, and Carrier and its employees and agents will comply with all federal, state and local laws, regulations and rules which are applicable to the performance of the services under this Agreement.

9. **CARRIER'S SAFETY RATING.** Carrier shall maintain a "Satisfactory" safety rating from the U.S. Department of Transportation ("DOT"). A receipt by Carrier of a conditional or unsatisfactory rating or the intent by DOT to assign a conditional or unsatisfactory rating shall be grounds for immediate cancellation of this Agreement by Bridgewell. Carrier shall notify Bridgewell immediately upon receipt of any rating or proposed rating other than "Satisfactory".

10. **WAIVER OF LIEN.** Carrier shall not withhold any Products of Bridgewell on account of any dispute as to the rates, or any alleged failure of Bridgewell to pay charges incurred under this Agreement. Carrier is relying upon the general credit of Bridgewell, and hereby waives and releases all liens which Carrier might otherwise have to any Freight of Bridgewell in the possession or control of Carrier, whether by statute or otherwise.

11. **WAIVER.** The right of either party to require strict performance by the other of any or all obligations imposed upon the other by this Agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

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# BRIDGEWELL RESOURCES™

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By the signature of its authorized representatives below, the undersigned motor carrier hereby agrees to the terms and conditions set forth above.

Name of Carrier:

Address:

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Signature:

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Printed:

Telephone: \_\_\_\_\_

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Fax: \_\_\_\_\_