



P.O. Box 1656
Lolo, MT 59847
Phone 406.662.0000/Fax 888.222.5041
www.axiomlogistics.com

SHIPPER CONTRACT FOR TRANSPORTATION SERVICE

This Agreement, made and entered into this _____ day of _____, 20__ by and between _____, with the address of _____

hereinafter referred to as "Shipper"; and **Axiom Logistics, Inc.** a corporation or company organized and existing under the laws of the State of Montana, with the address of **PO Box 1656, Lolo, MT 59847**, hereinafter referred to as the "Broker".

It is the intent of the parties that Broker provide the transportation services described in this agreement to Shipper as a Broker that is duly authorized to perform such services for compensation under a license issued to it by the Federal Highway Administration. In consideration of the promises hereinafter contained, the parties do hereby mutually agree as follows to-wit:

1. **Transportation.** Broker represents that it is duly authorized to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle under a license **MC 657471-B**, issued to it by the Department of Transportation under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall employ only the services of motor carriers duly authorized by the Department of Transportation and insured in accordance with the laws and regulations of the appropriate federal and/or state regulatory agencies including but not limited to the United States Department of Transportation. Shipper shall tender or cause to be tendered a series of shipments during the term of this Agreement and Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of Shipper. In no event will Shipper knowingly request Broker to, and Broker will not knowingly, provide services or act in any manner which would cause broker to break any laws or conflict with any regulations of the appropriate local, state or federal agencies.
2. **Minimum Shipment.** During the term of this Agreement, the Shipper will tender or cause to be tendered to Broker a series of shipments from time to time.
3. **Rates.** From time to time, Broker may receive a request to perform special services, limited duration services, and/or single shipment service. In these cases, the parties, prior to the

movement of the shipment, shall agree to, the charges as to each shipment and/or service either orally or in writing.

4. **Payments.** Broker is responsible for all payments to carriers for all services rendered by the carriers. Shipper's payments will always be made directly to the Broker.

Payments from the Shipper to the Broker shall be made within 20 days from the freight invoice date. Freight invoices from the Broker, must be accompanied by a copy of a receipt specified in this Agreement. Shipper retains the right to pay the Broker based on the Shipper's records without the submission of the receipt or document specified in this Agreement.

In the event that Shipper receives any undercharge claim from a carrier on shipments which were arranged by the Broker, shipper will immediately forward such undercharge claim to the Broker who will be responsible for such claims.

5. **Form of Receipt.** Broker agrees to provide Shipper with adequate proof of acceptance and delivery of loads tendered to Broker by Shipper, Shipper's vendors, or Shipper's consignees. Adequate proof will be in the form of a signed bill of lading, delivery receipt, shipping instructions, or other document acceptable to Shipper.
6. **Compliance.** Broker, at Broker's own expense, will at all times during the performance of this Agreement, maintain in full force and effect any and all licenses, permits, certificates, surety bonds and insurance which are, or may be required by any and all governmental regulatory bodies having jurisdiction over the services herein contemplated.
7. **Indemnification.** Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, caused by, arising out of or connected with any injury to or death of persons, or damage to property, including cargo, which arise from the use of carriers not meeting the requirements specified in this agreement.

Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, and expenses caused by, arising out of or connected with broker's failure to adhere to applicable federal and state laws and regulations governing the services from a Broker.

8. **Insurance.** Without regard to such lesser limits as may be required by law, Broker will ensure that each carrier will carry public liability insurance covering its vehicles involved in the performance of this Agreement in an amount of at least \$1 million for a single occurrence. Broker will also ensure each carrier will carry cargo insurance adequate in amount to respond to loss of a shipment tendered by Shipper, Shipper's vendors, or Shipper's consignees.
9. **Liability Not Specified.** Except as may be otherwise specifically provided herein, the rights and obligations of the parties under this Agreement regarding public liability, charges for services rendered, payment terms, loss and damage claims, and safety matters shall be the same as for property brokers governed by the Surface Transportation Board (STB) and the

Department of Transportation as set forth in the Code of Federal Regulations and all applicable federal statutes.

10. **Contractor Status.** Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing or arranging for transportation by motor carrier and other modes for compensation. Broker shall perform its services as an independent contractor and not as an employee or agent of Shipper. Broker shall have exclusive control and direction of the personnel operating its business while engaged in providing services hereunder. Broker assumes full responsibility for the acts and omissions of such persons.
11. **Force Majeure.** If either party is prevented from performing any of its obligations hereunder by reason of fire, flood, windstorm, other act of God, labor dispute, act of government, the failure of the other party, or any other unforeseen cause beyond the control of such party (any such events being hereafter referred to as Events of Force Majeure), it shall be excused from performing the obligation it is so prevented from performing during the pendency of such Event of Force Majeure. Occurrence of any Event of Force Majeure shall not extend the term of this Agreement.

Each party agrees to give the other party immediate oral notice of an Event of Force Majeure, stating its course and probable duration, followed by written notice as soon as practical. Such party shall notify the other party immediately upon termination of such cause.

12. **Notice.** All notices under this Agreement shall be in writing and shall be properly given and delivered in person or sent by first class mail, facsimile, or overnight delivery service, postage prepaid, addressed as provided for by the parties hereof.
13. **Disclosure.** Broker and Shipper shall not make any disclosure of the material terms of this Agreement to any third party except to the extent that, such disclosure is required by law. Either party may make any such disclosure to its auditors.

Shipper shall have the right to disclose any such terms, conditions, or information to the consignors or consignees of the individual shipments moving between Shipper and the applicable vendor or consignee.

14. **Term.** This agreement shall become effective on the date first written above, shall remain in full effect for one (1) year from its effective date, and shall be automatically renewed from year to year thereafter; provided either party may terminate this Agreement at any time upon written notice to the other party given 30 days in advance, provided further, however, that if either party ceases or desists from the transportation service provided by reason of bankruptcy, going out of business, any provision of law, order of any court, commission, or other public authority, this Agreement will automatically terminate as of the date of cessation.
15. **Entire Agreement.** This Agreement, including Appendices, constitutes the entire Agreement between the parties with respect to the subject matter hereof and merges and replaces all

prior negotiations, discussions, representation, warranties, promises, and agreements of the parties with respect to such subject matter.

No modification of this Agreement shall be valid unless in writing and executed by both parties hereto. No breach of any provision of this Agreement shall be deemed waived unless specifically waived in writing by the non-breaching party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any prior or subsequent breach, whether of like or of different nature.

16. **Additional Transportation.** Shipper does not limit its right to procure additional transportation services from other brokers or other carriers as needed.
17. **Carriers.** Broker will utilize the services of properly licensed carriers including motor carriers, rail, and/or intermodal service providers. Broker will be under contract with such carriers. All contracts between broker and carriers shall reference Broker as a licensed broker, independent contractor, and the party solely liable to carrier for payments of all charges.

Broker will ensure within its abilities and control that carriers provide services to Shipper utilizing only safe and well-maintained equipment which will meet all laws and regulations of the appropriate local, state, or federal regulatory agencies.

Broker will ensure within its abilities and control that a carrier's operators, including but not limited to motor carrier drivers, upon accepting a tendered load, certify that the load is safely and properly loaded and meets all requirements and specifications for the equipment being utilized. Broker will ensure within its abilities and control that carriers will abide by the legal limit for maximum weights for rating and loading purposes for the equipment utilized.

18. **Bill of Lading Document and Shipping Instructions.** Bill of Lading documents that apply to shipments tendered to broker will serve as shipping instructions from Shipper to Broker. Bill of Lading documents (designated as shipping instructions) will contain the following legend:

"NOTE: Shipping instructions only - not valid as a contract of carriage."

The exclusion of this legend does not eliminate the designation of the bill of lading document as shipping instructions.

The Shipper's name should be entered in the Shipper's sections of the bill of lading document (designated as shipping instructions) and the Broker's name should be entered in the carrier sections of the bill of lading document (designated as shipping instructions).

All bills of lading documents (designated as shipping instructions) will contain the following legend:

"NOTE: This shipment moves pursuant to contract with Axiom Logistics, Inc., a licensed property broker, who is responsible for all freight charges. Carrier to bill Axiom Logistics,

Inc. as its sole recourse for all freight charges."

The exclusion of this legend from the bill of lading document (designated as shipping instructions) does not eliminate the Broker's responsibility to make all freight payments to carriers.

19. **Claims.** The parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Broker, the Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first set forth above.

"BROKER"

AXIOM LOGISTICS, INC

Signature _____

Print name _____

Address PO Box 1656

Lolo, MT 59847

Fax (888) 222-5041

Date _____

"SHIPPER"

Shipper name _____

Signature _____

Print name _____

Address _____

Phone (_____) _____

Fax (_____) _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2012

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 DBA: Western States Insurance Agency of Missoula Western States Insurance Agency, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Janice Boland
	PHONE (A/C, No, Ext): (406) 721-1000
	FAX (A/C, No): (406) 721-9230
	E-MAIL ADDRESS: jboland@wsi-insurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Mount Vernon Fire Insurance
	INSURER B : State Compensation Ins Fund of MT
	INSURER C : Northland Casualty Co
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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			CP2553175C	10/23/2012	10/23/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY									\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC										
	PERSONAL & ADV INJURY							\$ Excluded			
	GENERAL AGGREGATE							\$ 2,000,000			
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$			
	UMBRELLA LIAB							\$			
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$			
	EXCESS LIAB						AGGREGATE	\$			
	<input type="checkbox"/> CLAIMS-MADE							\$			
	DED <input type="checkbox"/>	RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			033642968	9/1/2012	9/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/> / <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000			
							E.L. DISEASE - POLICY LIMIT	\$ 500,000			
C	Contingent Cargo			WN091179	5/28/2012	5/28/2013	Limit	100,000			

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

CERTIFICATE HOLDER Axiom Logistics *Informational Certificate* PO Box 1656 Lolo, MT 59847	CANCELLATION 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
---	--



Active/Pending Insurance

US DOT:	2243033	Docket Number:	MC657471					
Legal Name:	AXIOM LOGISTICS, INC.							
Form	Type	Insurance Carrier	Policy/Surety	Poste Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	AMERICAN CONTRACTORS INDEMNITY COMPANY	1000778706	10/24/2008	\$0	\$10,000*	10/22/2008	

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$10,000 for bond/trust fund for property brokers, and \$25,000 for bond/trust fund for household good brokers). The carrier may actually have higher levels of coverage.

| [Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

November 2, 2012

[FMCSA Home](#) | [DOT Home](#) | [Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [OIG Hotline](#) | [Web Policies and Important Links](#) | [Plug-ins](#) | [Related Sites](#)

| [Help](#)



Federal Motor Carrier Safety Administration
 1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts

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) Axiom Logistics, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> 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.) P.O. Box 1656	Requester's name and address (optional)
City, state, and ZIP code Lolo, MT 59847	
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.

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

Social security number								

Employer identification number									
2	6	-	3	3	3	0	8	2	6

Part II Certification

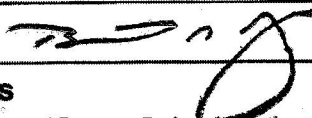
Under penalties of perjury, I certify that:

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).

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 ▶ 4/3/12

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:

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.

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.



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

3
b6
F

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

SERVICE DATE
October 30, 2018

LICENSE
MC-657471-B
AXIOM LOGISTICS, INC
MISSOULA, MT

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). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief
Information Systems Division

BPO



P.O. Box 1656
Lolo, MT 59847
P 406.662.0000/F888.222.5041
www.axiomlogistics.com

Confidential Credit Application

Company Name _____ Credit Requested \$ _____

Physical Address _____

City/Town _____ State/Province _____ Postal Code _____

Mailing Address _____

City/Town _____ State/Province _____ Postal Code _____

Phone (____) _____ Fax (____) _____ Invoice Fax (____) _____

Business Est. Date _____ Business Type [] Corp. [] Partnership [] LLC [] Individual

A/P Contact Name _____ Phone (____) _____ E-mail _____

Duns # _____ Nature of Business _____

US Fed ID _____ Canadian GST _____

Business Owners/Directors/Managers/Officers

Name _____ Title _____ E-mail _____

Name _____ Title _____ E-mail _____

Name _____ Title _____ E-mail _____

Financial Information

Bank _____ Acct. Manager _____

Branch _____ Phone (____) _____ Fax (____) _____

Credit References

Table with 4 columns: Name, Address, Telephone, Contact. Three rows of blank lines for entry.

In consideration of Axiom Logistics extending credit to _____ (Customer), the customer agrees to pay the full invoice amount without offset, for services rendered, within 15 days from the date of the invoice, unless credit terms are otherwise stated on the invoice. After 30 days, late charges will accumulate at the rate of 2% (26.82% per annum) of the outstanding balance each month until paid in full. Should it become necessary for Axiom Logistics to undertake actions to collect any outstanding balance, the applicant agrees to pay any and all reasonable costs incurred in collecting sums due, including but not limited to attorney's fees and collection costs. Customer agrees not to withhold payment of freight charges in the event of disputes arising from claims of any nature. Customer agrees to file separately for claims resolutions. Axiom Logistics agrees to respond or resolve the claim within 60 days of receipt. This agreement shall be construed under laws of the state of Montana.

I/We agree to the terms as stated in the agreement and authorize Axiom Logistics to contact the above Trade/Credit references and/or to conduct other credit investigations as are considered necessary and appropriate to properly assess this application for credit.

Signature _____ Date _____