

CARRIER PROFILE SHEET

Carrier Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Carrier Contact Information

Primary Contact Name: _____ Secondary Contact Name: _____
 Office Phone: _____ ext: _____ Office Phone: _____ ext: _____
 Fax: _____ Fax: _____
 Cell Phone: _____ Cell Phone: _____
 Email: _____ Email: _____

SCAC: _____ USDOT: _____ MC# _____ Fed ID# _____

Equipment And Services (circle "yes" or "no" on all that apply)

Total Number of Tractors: _____

Flatbed Yes / No	Reefers Yes / No	Dry Vans Yes / No	Power Only Yes / No	Intermodal Yes / No
Heavy Haul Yes / No	Teams Yes / No	LTL Yes / No	High Cube Van Yes / No	Roller Beds Yes / No
Produce Yes / No	Ice Cream Yes / No	Hazmat Yes / No	Local/Intrastate Yes / No	Liftgate Yes / No

Service Areas (circle "yes" or "no" on all that apply)

Northwest <i>ID,MT,OR,WA,WY</i> Yes / No	Northcentral <i>IA,MN,ND,NE,SD</i> Yes / No	Great Lakes <i>IL,IN,KY,OH,MI,WI</i> Yes / No	Northeast <i>DE,MD,NJ,NY,PA,VA,WV</i> Yes / No	Canada Yes / No
Southeast <i>AL,FL,GA,MS,NC,SC,TN</i> Yes / No	Southcentral <i>AR,KS,LA,MO,OK,TX</i> Yes / No	New England <i>CT,MA,ME,NH,RI,VT</i> Yes / No	Southwest <i>AZ,CA,CO,NM,NV,UT</i> Yes / No	Mexico Yes / No

Specific Lanes of Interest: List any areas you have trucks available on a regular basis and where you would like to send them. Include specific days of the week they are in the preferred areas.



Carrier Name: _____

MC #: _____

References

***Please provide at least 4 verifiable references with whom you have hauled freight within the last year.

Company Name: _____

Phone Number: _____

Contact Name: _____

Company Name: _____

Phone Number: _____

Contact Name: _____

Company Name: _____

Phone Number: _____

Contact Name: _____

Company Name: _____

Phone Number: _____

Contact Name: _____

BROKER CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on this month and day

_____, of 20____, by and between Blue Ribbon Transport, Inc. ("BROKER")

and _____ ("CARRIER") with MC#_____.

I.

Recitals

A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by

Initial Here _____

CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. When picking up a load at a Shipper's facility, CARRIER shall instruct its drivers to obtain the correct Bill of Lading. The CARRIER's name should always be listed on the Bill of Lading as the carrier. If it is not, CARRIER or its driver agrees to mark out BROKER's name on any Bill of Lading and to write in CARRIER's name as the motor carrier of record for the delivery. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder 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 transportation performed hereunder.

6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER.

7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.

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- (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- (c) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.
- (d) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER 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 policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. In no case, shall CARRIER break the seal on any freight tendered to CARRIER by BROKER unless documented authorization is given by BROKER to CARRIER. Removing a seal and/or breaking a sealed load without documented authorization from BROKER can result in a claim against the CARRIER as outlined in Section (8) eight of this agreement. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

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10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will 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) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or

Initial Here _____

otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

14. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER

CARRIER

Blue Ribbon Transport, Inc.

Signed: _____

Signed: _____

Printed: Josh Silcox

Printed: _____

Title: Director – Pricing and Procurement

Title: _____

Address: 5752 Wheeler Road

Address: _____

Indianapolis, IN 46216

Phone: 317.600.2300

Phone: _____

Fax: 317.614.3077

Fax: _____

Email: silcoxj@brtls.com

Email: _____

FID No.: _____

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APPENDIX A

HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.

2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.

3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$5,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name BROKER and CARRIER as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

BROKER

CARRIER

Blue Ribbon Transport, Inc. _____

By: _____

By: _____

Printed: Josh Silcox _____

Printed: _____

Date: _____

Date: _____

No-Hassle Standardized Accessorial Program

Detention

Blue Ribbon Transport understands the financial burden that detention has on our valued carrier partners. As such, carriers will be paid out detention in the amount of \$30 per hour for anything over three (3) hours of loading. Carriers will also be paid out \$30 per hour for anything over three (3) hours of unloading. A maximum of \$150, or 5 hours, will be paid to carrier for any one instance where detention is incurred. Detention payout to our carriers will be pending the following factors:

- Carrier must not be late for their pickup and/or delivery appointment.
- Carrier must inform Blue Ribbon Transport at least 30 minutes prior to entering into detention as to give Blue Ribbon Transport the opportunity to assist on the detention issue.
- Only during extreme circumstances will detention be paid to carrier for loading/shipping delays on produce loads. Detention will, however, be paid to carrier on the delivery/receiving end of produce loads.
- If requested, carrier will provide Blue Ribbon the time stamped documentation to support detention claims so we can recover from our customers.

Truck Order Not Used (TONU)

In the event that a load is cancelled within 4 hours of the scheduled pickup appointment, a truck order not used payment (TONU) in the amount of \$150 will be paid to carrier. In addition to the TONU payment, Blue Ribbon Transport will present any new available load options in an effort to get the carrier a recovery load.

Layover

In the event that a carrier has to layover as a direct result of the negligence of Blue Ribbon Transport or Blue Ribbon Transport's customer(s), then carrier will receive \$150 in layover pay. If the maximum amount of detention (5 hours) has already been paid out, then carrier will not be eligible for the additional layover pay.

Stop Charges

Stop charges are to be factored into the original agreed upon rate/rate confirmation between Blue Ribbon Transport and the carrier. In the event that a stop is added into the load after the original rate confirmation then Blue Ribbon Transport will pay carrier \$50 per additional stop as well as a fair agreed upon price for any additional mileage incurred by the carrier.



**BLUE RIBBON
TRANSPORT**

To the Point. High Service Logistics.

Blue Ribbon Transport, Inc.
5752 Wheeler Road

Indianapolis, IN 46216
317-600-2300, 800-897-8879
317-614-3077 fax
www.BlueRibbonTransport.com

**BLUE RIBBON TRANSPORT QUICK PAY
CARRIER CONTRACT ADDENDUM**

Blue Ribbon Transport offers a Quick Pay program to qualified carriers. By electing Quick Pay, Carrier accepts a 3% discount on the total agreed rate specified in the Carrier Confirmation Rate Agreement (load confirmation) submitted with the Carrier's invoice.

To qualify Carrier must have on file with Blue Ribbon Transport:

- Signed Motor Carrier Agreement
- Completed IRS W9
- Completed Carrier Profile
- Current certificate(s) of insurance with limits specified in the Motor Carrier Agreement
- Meet Blue Ribbon Transport's safety requirements

Carrier must agree to the following additional conditions and procedures:

- Upon full delivery to the last scheduled destination or consignee, Carrier must call Blue Ribbon Transport to confirm delivery without cargo exception (no overages, shortages, or damage) on any portion of the load.
- Carrier must provide an invoice, a legible copy of Proof of Delivery (POD), and signed load confirmation containing all agreed charges within ten (10) days of full and complete delivery. Proof of Delivery is copy of the Bill of Lading signed by an authorized representative of the consignee or receiver. Receipts for any lumper or unloading charges must be included for reimbursement. Facsimiles are acceptable provided they are faxed to 317.614.3077 or emailed to brtaccounting@brtls.com.
- Carriers that "factor" or have assigned their receivables to a third party are not eligible for Quick Pay.
- Carrier's invoice will be payable on the third business day following receipt of the paperwork mentioned above.
- Once again, any load that has an overage, shortage, or damage (OS & D) is not eligible for Quick Pay.
- The three percent (3%) discount will apply to all charges applicable to the invoiced shipment.

If you would like to sign up for Quick Pay, please check the delivery method and sign below.

_____ USPS (regular mail) no additional cost beyond the 3%.

_____ FedEx next day. There will be an additional charge of \$30.00 beyond the 3%.

This addendum modifies the payment terms set for the in the Motor Carrier Agreement.

Carrier Name: _____

MC#: _____

Signature: _____

Date: _____



Blue Ribbon Transport Com check Policy

Blue Ribbon Transport understands that from time to time our carriers will have the need for a fuel advance, or need a com check to pay for a lumper service on one of our loads to avoid the out of pocket cost up front.

Blue Ribbon offers fuel advances as well as the ability to issue com checks for unloading services with the following fees:

Fuel Advances- (Up to 40% of the carrier's agreed upon rate once the load is confirmed loaded by the shipper)

\$100-\$1000 will be charged a flat fee of \$15.

\$1001-\$1999 will be charged a flat fee of \$30.

Unloading Com Checks- Com checks can be issued for unloading. Carriers MUST turn in a receipt for unloading even if given a com check to be reimbursed. Failure to do so will result in a deduction at the time of settlement as Blue Ribbon can not bill our customer without the unloading receipt. Carriers will be charged \$15 for each individual com check issued.

By signing this document carrier agrees to these terms. Carriers will not be issued a com check for any reason if a signed copy of this agreement is not on file with Blue Ribbon.

Carrier Name

Carrier Signature

Date



Blue Ribbon Transport, Inc. relationship with Caito Foods Service, Inc.

Blue Ribbon Transport acts as the Third-Party Logistics (3PL) provider for produce, floral, and related products that are received by Caito Foods Service, Inc. distribution facilities on a delivered basis. These facilities are located in Indianapolis, IN; Newcomerstown, OH; and Lakeland, FL. In addition to arranging for inbound transportation, Blue Ribbon manages a large volume of outbound shipments from these same facilities, as well as numerous direct shipments on behalf of Caito Foods from produce and other vendors to its customers. On average, the total volume of these moves amounts to approximately 325 loads per week.

The following three pages of our carrier setup packet apply to any of these Caito Foods related shipments you handle for Blue Ribbon. If you are getting set up with us to handle any of these shipments or believe that you might in the future, we require that you initial and sign these pages where indicated.

Besides Caito Foods related business, Blue Ribbon also acts as a Third-Party Logistics (3PL) provider for a diverse portfolio of existing customers. **The following three pages DO NOT APPLY to non-Caito shipments.** Any accessorial, detention, or OS&D issues will be covered by the executed Transportation Agreement and in accordance with the load confirmation sheet that applies to the specific move you handle. If you have any questions, please do not hesitate to contact your Logistics Coordinator or the Carrier Procurement Department at 317.600.2300.



WWW.CAITOFOODS.COM

To: Transportation Carriers/Shippers
Re: Trailer Security

After November 1, 2015, all carriers of inbound loads to Caito Foods will be required to secure their loads with a numbered load seal or driver-controlled padlock. We are taking this opportunity to remind all carriers of this policy and to help ensure the continued security of the fresh food products we buy, sell, and distribute.

Carriers will be notified any time a valid load seal or padlock is not in place. Carriers and Dispatchers are responsible to instruct each of their Drivers of our policy:

- 1. All loads must have a load seal or driver-controlled pad lock while in transit.
a. Numbered load seals should be noted on the bills of lading.
b. Drivers may use an unnumbered load seal or a driver-controlled padlock if numbered seals are not available from Shippers.
2. Drivers are not to remove load seals prior to arrival without permission from Caito.
3. Caito personnel will check each load upon arrival to ensure that load seals/locks are in place.
4. Unsecured loads will subject the Carrier to penalties, extra inspection fees, and/or the rejection of any unsecured food products.

This policy complies with industry best standards for the transportation of food products. Caito Foods appreciates the full cooperation of our carriers and we welcome questions about this policy.

Carrier Name _____

Name and Title _____

Signature _____

Date _____

Updated: September 24, 2015

CORPORATE HEADQUARTERS
3120 North Post Road
Indianapolis, IN 46226
317-897-2009

INDIANA DISTRIBUTION CENTER
8735 East 33rd Street
Indianapolis, IN 46226
317-897-2009

OHIO DISTRIBUTION CENTER
500 Enterprise Drive
Newcomerstown, OH 43832
740-492-0595

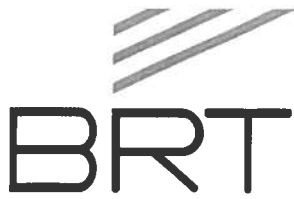
FLORIDA DISTRIBUTION CENTER
5300 Great Oak Drive
Lakeland, FL 33815
317-897-2009



OSD Policy for Caito Foods Freight

- **Missed Pick Ups**
 - Any dispatched Pick Up #/PO that is not picked up by carrier without first notifying and being released by BRT is considered a missed pick up.
 - Claim amount- Freight will be deducted for missing product plus a \$250.00 fine will be assessed per occurrence.
 - Buyouts- If Caito Foods is forced to buy product from secondary suppliers in order to fulfill customer orders the carrier will be charged the difference in the original product price and the price paid to the secondary supplier. Back up documentation must be supplied by Caito Foods.
- **Product with Temperature Issues**
 - Any product that pulps outside of the temperature parameters stated on the load confirmation will be considered an issue. All evidence (temp recorders, loading temperatures, reefer downloads, etc) will be collected and analyzed to determine who is at fault.
 - Carrier is at Fault
 - If product is rejected back to the carrier, the carrier has the right to request a federal inspection for their insurance company. A claim will be filed with the carrier.
 - Carrier may be given the option to allow Caito Foods to “work” the product for them. Carrier must give their consent in writing. It is understood that Caito Foods will sell the product for the carrier and get the best return possible.
 - Buyouts- If Caito Foods is forced to buy product from secondary suppliers in order to fulfill customer orders the carrier will be charged the difference in the rejected products price and the price paid to the secondary supplier. Back up documentation must be supplied by Caito Foods.
- **Late Delivery**
 - All carriers are required to make delivery appointments when they are loaded. An appointment which is rescheduled for a later time than the original appointment is considered late.
 - Claim amount- a load that delivers at a time different from the original appt time will be assessed a \$250.00 claim.
 - Buyouts- If Caito Foods is forced to buy product from secondary suppliers in order to fulfill customer orders the carrier will be charged the difference in the original products price and the price paid to the secondary supplier. Back up documentation must be supplied by Caito Foods.
 - **Loads that are late due to verified extreme weather conditions and mechanical damage will not be assessed a late claim.**
 - Carrier will not be responsible for product counts on any pick up where the driver is not allowed on the dock. If your driver is not allowed on a dock to perform their duties please notify BRT.
- **Short Product**
 - Carrier is responsible for verifying that the product counts on the bill of lading match what is actually put on the trailer.
 - Carrier will not be responsible for product counts on multiple sku pallets or pallets that are shrink wrapped.

Initial Here _____



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OSD Policy for Caito Foods Freight cont'd

➤ **BOL's/POD's on Direct Shipments**

- Caito Foods has many customers that they ship direct. A direct shipment is considered any Caito Foods shipment that delivers directly to the customer and does not come through the Caito Foods distribution centers. It is extremely important that BRT has signed BOLs/POD's on these deliveries within 24 hours. BOL's/POD's can either be mailed, faxed, or emailed to BRT.
- Claim amount- if BOL's/POD's are not received by BRT within 24 hours of delivery a \$25.00 per day claim will be assessed.

➤ **Carrier Updates/Check Calls**

- Carriers are required to update BRT daily by 1000 EST with current locations and ETA's. Updates can be made in the following format- Email, Fax, Phone Call, Carrier Website.
- Failure to provide updates to BRT
 - First two (2) offenses will result in warnings. Each offense thereafter will result in a \$100.00 claim which will be deducted from the offending load.

➤ **Unsecured Loads**

- Carriers understand all loads delivering to Caito Foods facilities must be secured with a numbered seal, the seal number must also be listed on the BOL. If a seal is unavailable from the shipper carrier must notify BRT and use their own seal. All loads that deliver without a seal will result in:

1st offense = verbal and written warning

2nd offense = \$200 fine

3rd offense = shut off for 30 days

By signing this document carrier agrees to these terms.

Carrier Name

Carrier Signature

Date



January 1st, 2011

To: Our Valued Carrier Partners
Re: Transportation of Organic Product

Caito Foods both handles and distributes certified organic products to a wide variety of customers. Because of this, Caito Foods is subject to yearly inspections by the Department of Agriculture (USDA) regarding their compliance with the National Organic Program handling standards.

As transportation partners of Blue Ribbon Transport / Caito Foods you also have a responsibility to make sure that all trailers and equipment used to transport any food products, including organic products, for Caito Foods are cleaned and maintained to meet the National Organic Program standards as follows:

- All trailers and equipment used in the transportation of Caito Foods product are cleaned and maintained to meet all federal requirements.
- All trailers and equipment used in the transportation of Caito Foods product are cleaned with heated, pressurized water.
- All trailers and equipment used in the transportation of Caito Foods product are cleaned without the use of synthetic chemicals which may compromise the integrity of organic products.
- All trailers and equipment used in the transportation of Caito Foods product are free of contaminants, odors and substances which could compromise the product.
- All drivers / dispatchers are aware that organic and non-organic products cannot be commingled or cannot physically touch.
- All trailers, equipment and cargo are regularly inspected to ensure that the integrity of organic and other products are not compromised during transit.

Please sign and return this form via fax (317)-897-0178 indicating your compliance with these regulations. If you would like additional information regarding the National Organic Program please visit their website at www.ams.usda.gov/NOP/indexIE.htm. Thank you for your continued business and your attention to this important matter.

Best Regards,

Blue Ribbon Transport

Carrier: _____

Signature: _____

Date: _____



Carriers,

Beginning January 1, 2013, the California Air Resources Board or ARB will begin implementing new requirements under the Transport Refrigeration Unit or TRU Regulation. These new requirements are intended to ensure that the businesses that hire carriers to haul temperature-controlled goods in California hire only carriers that are capable of dispatching equipment that meets the TRU Regulation's performance standards. In an effort to ensure we are in compliance, we are asking each of you to provide a written guarantee that the TRU Regulation's performance standards will be strictly enforced and followed.

In order to haul temperature-controlled freight in California for Blue Ribbon Transport, you must sign date and return this agreement immediately. Carriers found to violate this policy will no longer be eligible to haul temperature-controlled freight in California for Blue Ribbon Transport. To learn more, please visit the TRU website at

www.arb.ca.gov/diesel/tru/tru.htm

If you have further questions, please call the TRU help line at 1-888-878-2826

All California based TRU's are required to register with Air Resources Board Equipment Registration. Any TRU's based outside of California may register voluntarily.

If you need more information on registration, please visit the registration page at: <https://arber.arb.ca.gov/publicTrusearch.arb>

Carrier or its agent certifies that any TRU equipment furnished for transport will be in compliance with the in-use requirements of California's TRU regulations. Any carrier found to not be in 100% compliance will no longer be eligible to haul temperature-controlled freight in California for Blue Ribbon Transport, Inc.

Carrier _____

Signature _____

Printed name _____

Date _____