

R.E. GARRISON TRUCKING COMPANY

www.heartofdixie.t.com

TOLL FREE: 800-643-1128 FAX: 256-734-7660 LOCAL: 256-737-1712

CARRIER PACKET

Please sign and return to fax 256-734-7660 with the following;

- **Your Authority Page**
- **W-9**
- **Insurance Certificate showing Reefer Breakdown**
- **Our contract signed and initialed on all pages**

Bank References:

Merchants Bank

Cullman, Al. 35056

Contact – Steve Glasscock (256) 734-8110

Carrier References:

Peterson Produce: PO Box 230, Antigo, WI 54409 (608) 586-4500 Mike
Peterson

A&A Trucking: 746 Sanderson Lane, Courtland, AL 35618 (256) 637-9006
Ann Claborn

Reliable Transportation: 637 Co Rd 1194, Cullman, AL 35056 (256) 775-
1190 Jimmy Kugler

Physical Address:
1103 County Road 1194
Vinemont, AL 35179
(256) 737-1709



Mailing Address:
P.O. Box 890
Cullman, AL 35056
Fax (256) 255-5507

Heart of Dixie, Inc. was established in 1991, brokering dry and reffridgerated freight throughout the continental U.S. We offer 99% no touch freight. All bills paid within 21 days with receipt of clean bills.

1. We have 24/7 dispatch. Call toll free: (800) 643-1128 OR (888) 640-8482.
2. WE MUST HAVE 2 CHECK CALLS DAILY BEFORE 1100, INCLUDING SATURDAY AND SUNDAY.
3. Rate confirmation must be signed and returned before driver is dispatched.
4. Must have a 5 load minimum for fuel advances. All advances charged at 5%+\$10 comcheck fee.
5. Any additional charges must be approved and resent on Rate confirmation.
6. Unloading will be reimbursed with a valid receipt.
7. Detention will only be paid when driver is ON TIME for their appointment and it must be reported within 3 hours of appointment time.

BILLING INSTRUCTIONS

- ALL invoices must be submitted thru mail or Transflo Velocity.
(We do not accept emailed or faxed bills.)

Mailing Address: Heart of Dixie, Inc.
P.O. Box 890
Cullman, AL 35056

Physical Address: 1103 County Road 1194
(for overnight bills) Vinemont, AL 35179

- Transflo Velocity Code: HEDOV
(Invoice or Our Transflo coversheet required)
- For ALL pay status inquiries:

Email cparrish@regarrison.com or
cdrowningbear@regarrison.com

- Any and all receipts should be attached to a separate blank sheet of paper.
- ANY advance taken will result in a 5% fee and \$10 comchek fee (per advance).

PAY TERMS

- Regular Pay – 21 days from receipt of all required paperwork.
- Quick Pay – 7 days from receipt of all required paperwork. Check will mail the following Monday after received. 2% fee.
- Same Day Pay – Paid on day received (cut off 2:00 PM). 5 load history required. Paid on Comchek Express Code. 5% fee plus \$10 comchek fee.

***Please note: When comchek express code is created, it is forwarded to the Heart of Dixie Dispatcher from whom you received load. Accounts Payable does not give out Express codes.

"The Best Trucking Decision You'll Ever Make"



R.E. GARRISON TRUCKING, INC.

AUTHORIZATION AGREEMENT FOR ACH CREDITS

I (we) hereby do authorize HEART OF DIXIE, INC. to initiate the following ACH transaction:

Credit my account: (circle one) Checking or Savings at (Bank Name) _____
(Routing #) _____) in the amount of my net deposit.

This authorization is to remain in full force and effect until HEART OF DIXIE, INC. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the other financial institution involved a reasonable opportunity to act on it. If there are any changes in the account on routing number on this agreement, it is my responsibility to contact HEART OF DIXIE, INC. of such changes. I (we) agree to comply and be bound by the NACHA Operating Rules.

Name(s) _____ SS#/EIN# _____

Acct # _____ Telephone # _____

Address _____

Email Address to Receive Settlement Summary _____

Signature _____ Date _____

MC# _____

HEART OF DIXIE

FAX: 256.255.5508



April 16, 2013

AMANDA KUYKENDALL
HEART OF DIXIE INC
PO BOX 890
CULLMAN, AL 35056-0890

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **HEDO** has been renewed for:

HEART OF DIXIE INC
PO BOX 890
CULLMAN, AL 35056-0890
MC-310818
US DOT-664167

This Alpha Code will apply only to the company name shown above through June 30, 2014. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st Fl Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

FM-25
(Rev. 1/95)

SERVICE DATE
December 03, 1996

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 110818 H

HEART OF DEXIE, INC.
CULLMAN, AL, US.

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 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2128-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RR-A, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number 22512

License No. MC-310818

KNOW ALL MEN BY THESE PRESENTS, that we, Heart Of Dixie, Inc.

(Name of Broker or Freight Forwarder)

of PO Box 890

(Address)

Culman

(City)

AL

(State)

35068

(Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association

(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)

(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1 day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages heretofore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1 day of October, 2013.

TRUSTOR


Heart Of Dixie, Inc.
COMPANY NAME


PO Box 890 Cullman
STREET ADDRESS CITY


AL 35056 (256) 737-1709
STATE ZIP CODE TELEPHONE NUMBER

Shane McMinn

(Type or print Principal officer's name and title)

 Amanda Watson
(Principal officer's signature)

 Amanda Watson
(Type or print witness's name)

 Amanda Watson
(Witness's signature)

TRUSTEE

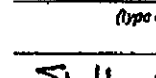
Pacific Financial Association
COMPANY NAME

12707 High Bluff Dr, Ste. 200 San Diego
STREET ADDRESS CITY


CA 92130 (800) 595-2615
STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President

(Type or print Principal officer's name and title)

 Daniel J. Larson
(Principal officer's signature)

 Sully Wright
(Type or print witness's name)

 Sully Wright
(Witness's signature)

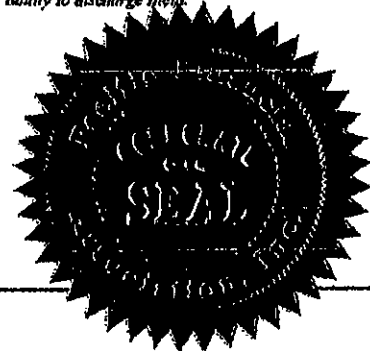
NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13908(b) and 49 CFR 387.307, effective as of the _____ day of _____, 12:01 a.m. standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(a) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



HEART OF DIXIE, INC
R.E. GARRISON TRUCKING, INC
P.O. BOX 890
CULLMAN, AL 35056

REQUEST FOR INSURANCE CERTIFICATE

Certificate holder and Additional Insured! Must show Heart of
Dixie, Inc / R.E. Garrison Trucking, Inc

**SHOW CERTIFICATE HOLDER AS HEART OF
DIXIE, INC. / R.E. GARRISON TRUCKING, INC.**

ATTACHED IS COPY OF BLANK INSURANCE
CERTIFICATE

SEND TO ALYNN@REGARRISON.COM

OR FAX TO: 256-734-7660 ATTN: Amanda Lynn

ANY QUESTIONS: 256-255-5515

HEART of DIXIE, INC.
PO BOX 890
CULLMAN, AL 35056
PH # 256-737-1709 FAX # 256-734-7660

CARRIER INFORMATION

MC# _____ SCAC CODE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____ WEBSITE: _____

FED ID or SSN# _____

DISPATCH CONTACT: _____

AFTER HOURS CONTACT: _____ **PHONE #:** _____

FACTOR or REMIT TO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

INSURANCE CO. _____ **PHONE#** _____

HEART OF DIXIE MUST BE LISTED AS CERTIFICATE HOLDER BEFORE TRUCK CAN BE DISPATCHED

EQUIPMENT TYPE: VAN REEFER FLATS HOT SHOT OTHER

TEAMS: Y / N

NUMBER OF POWER UNITS: _____ TRAILERS: _____

PREFERRED LANE(S): _____

****CANADIAN CARRIERS**** FAST CERTIFICATION: Y / N

HEART of DIXIE, INC

We, at Heart of Dixie, appreciate your business!

ALL PRODUCE HAULERS MUST PROVIDE THREE BROKER REFERENCES OR CUSTOMER THAT YOU HAVE HAULED PRODUCE FOR. PLEASE PROVIDE INFORMATION BELOW. WE CANNOT DISPATCH DRIVER WITHOUT PROPER INFORMATION.

**PRODUCE HAULERS ONLY
PLEASE PRINT CLEARLY**

CUSTOMER NAME PHONE NUMBER CONTACT NAME

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *

Other (see instructions) *

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Exempt payee

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
[] [] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 *

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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.

Notes. 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.

****For Carriers hauling to California only****

HEART OF DIXIE, INC

P.O. BOX 890

CULLMAN, AL. 35056

(800) 643-1128 FAX (256)734-7660

Notice of Requirement to Comply

With California Air Resources Board's (ARB)

Transport Refrigeration Unit (TRU or Reefer) Airborne Toxic control Measure (ATCM)

Heart of Dixie, Inc. /R.E. Garrison Trucking, Inc., requires all carriers to comply with the regulations of the California Air Resources Board's Transportation Refrigeration Unit Airborne Toxic Control Measure. (Loads that go to, thru, or from California)

As a carrier supplying transportation services to Heart of Dixie, Inc. /R.E. Garrison Trucking Inc. , you must certify that only reefers which comply with ARB's TRU ATCM in-use performance standards will be dispatched to load any and all shipments arranged by Heart of Dixie, Inc.

If you are a California based carrier you are required to be registered on the ARBER system. If you are based outside of California, and have not registered with the ARBER system, we strongly recommend that you do so in order to avoid any potential rejections and/or delays in loading.

"Carrier or its agent certifies that the TRU equipment furnished for loading Heart of Dixie's/R.E. Garrison Trucking, Inc., shipments, originating, stopping off, or delivering to the state of California, is in compliance with California TRU Regulations."

Please be advised that effective on January 1, 2013, only Carriers that are certified will be allowed to haul Heart of Dixie's/R.E. Garrison Trucking, Inc., loads to, through or originating in California.

Carrier or his agent's signature is acknowledgement of the above statement, and certification that the equipment being offered for loading by Heart of Dixie, Inc., /R.E. Garrison Trucking, Inc., is in compliance.

Carrier/agent

Authorized Representative

Date

*please attach CARB ID# or Certificate ID# _____

Heart of Dixie Brokerage Agreement

This agreement made this _____ day of _____ by and between Heart of Dixie, Inc. MC#310818 hereinafter referred to as Broker and _____ hereinafter referred to as Carrier.

Whereas: Carrier is motor contract carrier of property duly authorized by the Interstate Commerce Commission (ICC), under permit MC# _____, a (copy of which permit is attached hereto and made part hereof) to provide compensated contract transportation of property for shippers (Consignor) and receivers (Consignee) of general commodities, and holds itself out to the public as such, and in providing contract carrier services assigns motor vehicles and equipment for a continuing period of time for the exclusive use and benefit of shippers and receivers and/or provides transportation service designed to meet the distinct needs of shippers and receivers served.

Whereas: Broker is a freight broker, duly authorized by the ICC under License MC# _____, (a copy of which license is attached hereto and made a part hereof), to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor and/or consignee, and for the purposes of contract carriage sufficiently controls the arrangements for transportation of the commodities to be tendered to Carrier under this Agreement. It is further agreed that if Carrier cannot transport the load, Carrier will immediately notify Broker and return any documents forwarded to Carrier by Broker. There will be no double-brokering or co-brokering allowed. Initial

Whereas: Broker, as an independent contractor servers shipper and receiver customers on a continuing basis which have individually and / or collectively, varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading / unloading requirements, timed loading/delivery scheduling, detention, overnight and weekend layover, LTL / TL or LCL / CL service, stops intransit, direct driver dispatch, 24 hour dispatch and driver monitor, route instruction, scale requirements, drop shipments, internal deliveries, weekend / holiday shipment and deliveries, pooling or spotting trailers, priority traffic and expedited service, special indemnification, cargo liability insurance claims, credit and terms, rate making negotiability, mutual rate adjustment, rate and charge stabilization and

Initial _____

agreement, as well as electronic data interchange (EDI), and for those reasons Broker, both derivatively for shipper customers and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier, in order to serve the varied special distinct and continuing transportation needs of itself and of several shipper customers from origins to destinations throughout the United States all of which form an integral part of the Broker's customer base of both shippers and motor carriers.

Carrier agrees to indemnify, save harmless and defend Broker from and against any and all claims for loss, damage, or injury, and from and against any suits, actions, or legal proceedings brought against Broker for or on account of any personal injury to third parties or loss / damage to the tangible property of third parties, any of which may be related in any way to the performance of services by Carrier under Agreement, including, but not limited to, any lawsuit which is based upon any theory involving negligent entrustment or the negligent evaluation of the carrier's safety rating.

Further, on behalf of Heart of Dixie, Inc., and its Shipper Customers, to the extent that any shipments subject to the Agreement between Heart of Dixie, Inc., and a carrier (the "Agreement") are transported within or through the State of California, Carrier warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) rules including but not necessarily limited to the CA Truck and Bus Regulation, Greenhouse Gas (SmartWay) Regulation, and The Transport Refrigeration (TRU) Rule. Carrier shall be liable to Heart of Dixie Inc. and the Shipper(s) for any penalties, or any other liability, imposed on Heart of Dixie Inc. and/or Shipper because of Carrier's use of non-compliant equipment. Carrier's warranty extends to Carrier and any other transportation providers hired or brokered by Carrier which are subject to the Agreement.

Broker agrees to pay Carrier for the transportation of authorized commodities under this Agreement in accordance with effective schedules within thirty (30) days of the receipt by Broker of Carrier's invoice accompanied by signed clear delivery receipt and complete Bill of Lading giving billing address. Broker shall be responsible for all billings to shippers.

Carrier shall be liable to the Shipper or Broker for loss or damage to any property transported under this Agreement. Such liability shall begin at the time cargo is loaded upon Carrier's equipment point of origin, and continue until cargo is delivered to the designated consignee at

Initial. ____

destination. The liability shall be for the full value of the item(s), which shall be understood to mean the replacement cost of the loss or damaged item(s). All claims for loss and damage and any salvage arising there from shall be handled and processed in accordance with regulations of the Interstate Commerce Commission (40 C.F.R. 1005). Carrier shall be responsible for any claim (loss / rejection) of the load for any reason. It is further understood that Carrier is liable to Broker for any loss as a result of the rejection of the shipment by purchaser of the shipped product.

Neither party hereto will be liable for the failure 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 other cause beyond either party's control.

The relationship of the Carrier to the Broker shall, at all times be that of an independent contractor. The Broker is not responsible for any act or omission of Shipper and / or Consignee.

Rates and charges for traffic moved under the Agreement shall be as agreed between the parties hereto in writing and art to be contained in a rate schedule or memorandum of rates and charges prepared and issued by Broker, acknowledged and accepted by Carrier and attached to the Agreement as Appendix "A". Changes to this schedule or memorandum shall be made in writing on mutually agreed notice time, and similarly acknowledged. This schedule shall also contain the terms and conditions of, and charges for, any additional or accessorial services which may be required or performed.

Rates may be established or amended verbally in order to meet specific shipping schedules or requirements, as mutually agreed, but such verbal agreement shall be reduced to writing within five (5) working days of the movement of the involved freight in order to be and / or remain binding between the parties.

Rates making mutuality, flexibility and stability are essential elements in the relationship of the parties and this agreement. Therefore, while provision is made for negotiation and mutual adjustment of rates and changes for transportation provided under this agreement as set out in appendices hereto. Rates payable under this Agreement and appendices shall not be less than .55 per mile for transfer load shipments weighing 40,000 pounds or more.

This Agreement provides for the assignment of motor vehicles for a continuing period of time for the exclusive use of shipper customers. The specific requirements and manner of assignment are detailed in the appendix attached hereto and made it part hereof.

Initial_____

Carrier shall not, during the term of this Agreement and for a period of one (1) year following its termination, solicit traffic from any shipper, 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 abstains traffic from such a customer, the Broker shall be paid a commission by Carrier equal to 10% of the transportation revenues received on each movement of the traffic by Carrier, its agents, lessees or subcontractors.

Carrier agrees to pay all costs incurred by Broker if it must enforce any of the terms of this Agreement, including but not limited to, reasonable attorneys fees. The Carrier and Broker agree that this Agreement shall be governed by the laws of the State of Alabama and that the state courts sitting in Cullman County, Alabama, have exclusive jurisdiction and venue of any dispute arising hereunder. Any failure by the Broker to enforce the provisions of this Agreement does not waive or bar any subsequent enforcement of said provision. Initial

All equipment and / or drivers utilized under the terms of the agreement shall comply with those minimum standards as are established by the Federal Motor Carriers Safety Regulations, (49 C.F.R. 390-399).

It is the intention and contemplation of the parties that the compensated transportation services provided hereunder be done so under a continuing agreement between the parties subject, however, to the primary term renewal and termination provisions of Paragraph ____ of the agreement.

In Witness Whereof, the parties through their duly authorized representatives have executed this contract this ____ day of _____, ____.

BROKER

Heart of Dixie, Inc.

BY: 

ITS: Vice President

CARRIER

BY: _____

ITS: _____

Heart of Dixie

**TRANSFLO Express®
TRUCK STOP SCANNING TRIP SHEET**

CARRIER NAME: _____

CARRIER CODE: _____

HOD LOAD NUMBER: _____

AMOUNT BILLED: _____

SAME DAY PAY **QUICK PAY** **STANDARD**

ANY DAMAGES, OVERAGES, OR SHORTAGES: YES **NO**
IF YES PLEASE EXPLAIN: _____

LUMPER OR PALLET RECEIPT ENCLOSED? YES **NO**

DATE: _____

NUMBER OF PAGES: _____

Use extra 8 1/2 x 11 pages as necessary to tape receipts. Paper & tape available at the truckstop.
This form must be filled out completely in order for your paperwork to be processed.

