

Ox Transit, LLC

Carrier Agreement

This agreement is made as of _____ between Ox Transit, LLC and _____, licensed by the FMCSA as an interstate carrier of property, holding authority MC# _____ and DOT# _____. Ox Transit, LLC and Carrier, upon due consideration, agree to the following terms:

1. DOCUMENTS

Carrier must present Ox Transit with the following documentation prior to the implementation of this agreement:

- Signed Carrier Agreement
- Copy of Client's Authority (MC Permit)
- Signed W-9 form
- Copy of Owner Operator's CDL and Driver's CDL License
- Certificate of Insurance

2. RELATIONSHIP

Ox Transit agrees to solicit and book freight transportation shipments for Carrier. Ox Transit shall be the exclusive agent for Carrier as it relates to searching for loads, negotiating loads, booking loads, dispatching, and handling paperwork.

3. WEEKLY AGREEMENT TERM INITIAL: _____

The terms of the agreement shall be weekly. Payments may be made according to the terms listed in paragraph 6 (Compensation). Dispatch fees will be billed weekly and this agreement will automatically renew from week to week thereafter, subject to the right of either party to cancel the agreement at any time upon not less than three (3) days written notice from one party to another.

4. DISPATCH SERVICE AGREEMENT

Ox Transit dispatchers agree to find and book loads that best match Carrier's preferences as indicated during the client interview. In certain rare instances, Carrier will have the option of choosing between multiple loads. Ox Transit will negotiate rates and submit all necessary and required supporting documents to the broker/shipper in order to dispatch the load. The amount to be paid by the shipper/broker to Client shall be established between the parties on a per shipment basis prior to commencement of each individual shipment.

The shipper/broker will supply a load confirmation sheet or dispatch sheet including details of the shipment and the rate to be paid via fax or email. The confirmation will be signed by Ox Transit, LLC and returned via fax or email to the shipper/broker. Once the load confirmation/dispatch sheet is received, it is then forwarded to the Carrier for record keeping. Ox Transit agrees to assist Carrier with trip planning, load issues, and paperwork.

Client agrees to collect payment from the shipper promptly, following receipt of a confirmation and proof of delivery of each shipment to its assigned destination, free of damage or shortage. At Client's discretion, Ox Transit will submit invoices to the broker/shipper and/or Client's factoring company for payment. In the event of a breakdown, Client is responsible for contacting roadside assistance. Client is responsible for payment of any needed repairs. Neither Client nor driver is allowed to cancel once a load is booked. Client is responsible for obtaining all permits.

5. COST OF SERVICE INITIAL: _____

A flat fee of seven percent (7%) of the gross rate of each load dispatched by Ox Transit will be charged for freight dispatch service (53ft dry van, 53ft reefer, and flatbed). No dispatch fee is due for any week in which Ox Transit dispatches no loads for Carrier. The dispatch fee includes the dispatch service described in paragraph 4.

6. COMPENSATION INITIAL: _____

Services rendered Monday through Friday will be invoiced electronically by close of business the following Monday. Payment is due upon receipt, but no later than close of business on Wednesday. Payments may be submitted via PayPal, Zelle, or ACH transfer using the following email: billing@oxtransit.com. Payments made after 11:59 pm EST on Wednesday are subject to a late fee of \$150.00, due on the following week's scheduled invoice. Accounts that are not paid in full by the next weekly billing cycle will be suspended from dispatch service. Reinstatement of service will require all outstanding invoices to be paid, and a deposit of \$500, applicable to the Client's last week of service. Fees must be paid before reinstatement. Beyond 30 days, all outstanding invoices will be sent to collections.

7. BILL OF LADING

Each shipment will be evidenced by a bill of lading issued by the receiving facility. Carrier is responsible for submitting the bill of lading to Ox Transit, LLC or Client's factoring company immediately upon receipt.

8. EQUIPMENT

Carrier agrees to provide, operate, and maintain in good working condition all motor vehicles and allied equipment necessary to perform the transportation schedule in a safe, efficient, and economical manner consistent with all rules and regulations of the transportation governing authority.

9. DRIVERS

Carrier agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services in a safe, efficient, and economical manner. Carrier is expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of the customer's facility rules and regulations while on the customer's premises. Drivers may also be required to download any such proprietary software or apps as directed by the Dispatcher.

10. FREIGHT LOSS, DAMAGE, OR DELAY

Carrier shall have the sole and exclusive care, custody and control of the shipper's property from point of origin until it is delivered to the destination. Carrier assumes the liability for loss, delay, and/or damage to the shipper's goods or property while under Carrier's care. Payments by Carrier to Ox Transit or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by Carrier of Ox Transit's or the customer's invoice and supporting documentation for the claim.

11. SUB-CONTRACT PROHIBITION

Carrier specifically agrees that all freight booked by Ox Transit, LLC shall be transported on equipment operated only under the authority of Carrier and that Carrier shall not in any manner sub-contract, double-broker, or in any other form arrange for the freight to be transported by a third party.

12. INDEMNIFICATION

Carrier agrees to indemnify, defend, and hold Ox Transit and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses. Carrier shall be responsible for, and agrees to indemnify Ox Transit from any and all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carrier's actions pursuant to this agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, both as to interpretation and performance. Ox Transit and Carrier hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in Georgia in connection with any claims or controversies arising out of this agreement.

14. DEDICATED LANES

All dedicated lanes obtained by Ox Transit, LLC are subject to the dispatch fee set out in paragraph 5 for the duration of the length of the secured lane, regardless of the status of the contract between dispatcher and carrier.

15. ADDITIONAL PROVISIONS

Client gives Ox Transit, LLC power of attorney and authority to provide his/her signature for carrier packets, rate confirmations, dispatch sheets, invoices, and associated paperwork necessary for securing cargo and billing purposes.

IN WITNESS WHEREOF, the parties hereby acknowledge and agree to this agreement as of the date written below.

CARRIER

Company name

MC#

Printed name / title

Date

Signature

Phone

OX TRANSIT, LLC

Representative name / title: Xavier O'Connor, Dispatch Manager

Signature

Date