



CARRIER ONBOARDING FORM

PLEASE COMPLETE THE FOLLOWING PROFILE IN ORDER FOR YOUR COMPANY TO BE ONBOARDED WITH CLEVELAND BAY LOGISTICS INC. (CBL)

Instructions and Information

1. Complete the Carrier Onboarding Form in full.
2. Have your insurance provider email the Certificate of Insurance (COI) directly to Cleveland Bay Logistics Inc.
3. Review, sign, and return the Master Broker–Carrier Agreement.
4. Forward the Payment Form to your Accounting or Billing department to be completed.

COMPANY INFORMATION

Carrier Legal Name				Year Established		
Website (If Any)				DBA (If Any)		
MC Number			Dot Number			
Address			City		ST / Province	

CONTACT INFORMATION

Role	Name	Phone	Email
Dispatch Contact			
After Hours Contact			
Accounting Contact			

FLEET DETAILS

Total Power Units		Total Drivers		Solo Drivers		Team Drivers	
Type Of Equipment	Dry Van	Reefer	Flatbed	Step Deck	RGN	Box Truck	
					<i>If "Other" is selected, please specify.</i>		
	Power Only	Hotshot	Sprinter Van	Other			
Do You Haul Hazmat?		Do You Use ELD?		If Yes, Which Provider?			
GPS / Tracking App Used					<i>If "Other" is selected, please specify.</i>		
	MacroPoint	Trucker Tools	Project44	Other			



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INSURANCE DETAILS

Provider		Policy#	
Cargo Coverage \$		Insurance Start Date	Insurance Expiry Date

OPERATING REGIONS

Note: Please select all regions where your company regularly operates or is willing to accept loads.

UNITED STATES		CANADA		OTHER	
☐	Northeast	☐	Western Canada (BC, AB, SK, MB)	☐	Mexico
☐	Southeast	☐	Central Canada (ON, QC)	☐	Alaska
☐	Midwest	☐	Atlantic Canada (NB, NS, PE, NL)	☐	Cross Border (Canada <-> USA)
☐	South Central	☐	Northern Territories (YT, NT, NU)	☐	
☐	Mountain West	☐		☐	
☐	West Coast	☐		☐	

PREFERRED LANES (optional)

Note: List your most common origin-destination routes to help us match you with ideal loads.

Origin	To	Destination
	To	
	To	
	To	
	To	

REFERENCES

Note: Please provide 2-3 industry references that you've worked with recently. These references may be contacted to verify service history.

Company Name	Contact Person	Phone Number	Email Address	Years Worked With

All carriers must maintain up-to-date insurance with Cleveland Bay Logistics Inc. To streamline compliance, please have your insurance provider send the Certificate of Insurance (COI) directly to us.

CERTIFICATE HOLDER MUST BE LISTED AS:

Cleveland Bay Logistics Inc.
Suite 1800, Stantec Tower, 10220 103
Avenue NW
Edmonton, AB T5J 0K4

Important note: We do not accept insurance copies sent by the carrier themselves; insurance provider or agent should send Certificate of insurance (COI) directly to us.

CREDIT REFERENCES – CBL INC.

At Cleveland Bay Logistics Inc., we recognize that our carriers are the backbone of our business. We are fully committed to building long-term, reliable partnerships with every carrier we work with. To help you evaluate us as a trusted business partner, we are pleased to share the following credit and company information.

COMPANY INFORMATION:

Legal Name: Cleveland Bay Logistics Inc.

Head office address: Suite 1800, Stantec Tower, 10220 103 Avenue NW Edmonton, AB T5J 0K4

Phone: 403-466-3427, 236-785-9465 | **Email:** payables@clevelandbaylogistics.com, admin@clevelandbaylogistics.com

Tax: 773784418RT0001

MC#: 1543624 | **USDOT:** 4065818 | **SCAC:** CNUM

D-U-N-S: 243297536

Website: www.clevelandbaylogistics.com

Follow us on LinkedIn, Instagram, and Facebook @ Cleveland Bay Logistics Inc.

OUR COMMITMENT TO CARRIERS

On-Time Payments: We respect your work and ensure you are paid promptly according to agreed terms.

Quick Pay Options: Available upon request to support your cash flow.

Transparency: Clear communication with no hidden conditions.

Support: Dedicated dispatch and accounting teams always ready to assist.

Opportunities: Consistent freight in Canada, the USA, the Maritimes, and remote regions.

PAYMENT TERMS & HISTORY

We maintain a **100% record of honoring financial obligations.** Our standard terms are **Net 30 Days** from receipt of invoice and required documentation. Payment options include:

- ✓ ACH / EFT / Wire Transfers
- ✓ Quick Pay (optional)
- ✓ Dedicated support at payables@clevelandbaylogistics.com



We view every carrier relationship as a **true partnership.** Timely and transparent payments are a key part of this commitment. Our accounting team ensures invoices are processed efficiently and is always available to assist with any questions or documentation needs, giving our carriers the confidence to focus on their operations.

BANKING REFERENCE

Bank Name: Royal Bank of Canada (RBC)

Branch Address: 8338 18 St SE, Calgary, AB T2C 4L5

Bank Contact: Maged Bokter

Phone: 403-292-2166

TRADE REFERENCES

ECapital

174 West St. South 2nd floor Orilia, ON L3V 6L4
Pearl Bestard - Senior Account Manager, CCP
800-705-1500 ext. 4472
Pearl.Bestard@ecapital.com

Eassons Transport Ltd.

1505 Harrington Road, Kentville NS B4N 3V7
Trudi Simms - Accounts Receivable Supervisor
902-816-0768
TSimms@Eassons.com

Triple Eight Transport Inc.

30697 Marshall Road, Abbotsford, BC V2T 6J7
Sandra – Billing
604-743-4405
SDacosta@triple8.ca

TransX Group of Companies

2595 Inkster Blvd, Centreport MB R4B 0A3
Amethyst Kelly – Accounts receivable manager
204-632-6694*44219
amethyst_kelly@transx.com

Why Carriers Partner with Us

- ✓ Reliable payments backed by strong financials
- ✓ Professional, respectful communication
- ✓ Steady business opportunities across North America
- ✓ Flexible payment options including Quick Pay
- ✓ Long-term relationships built on trust
- ✓ Fair rates, rounder opportunities, access to high paying loads

If you have any questions regarding payments, documentation, or opportunities to partner with us, please contact our team at **payables@clevelandbaylogistics.com**

Thank you for considering Cleveland Bay Logistics Inc. as your trusted business partner.



MASTER BROKER-CARRIER AGREEMENT

This Master Broker-Carrier Agreement ("**Agreement**") is entered into by and between Cleveland Bay Logistics Inc. (hereinafter referred to as "**BROKER**"), a licensed property broker, with its principal place of business at Suite 1800, Stantec Tower, 10220 103 Avenue NW, Edmonton AB T5J 0K4, and _____ (hereinafter referred to as "**CARRIER**"), a duly authorized motor carrier, with MC# _____ (or applicable federal/provincial operating authority) and its principal place of business at _____, effective as of the date signed below ("**Effective Date**")."

1. PARTIES AND DEFINITIONS

FOR THE PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SET FORTH BELOW:

- "**Agreement**" means this Master Broker-Carrier Agreement, including all appendices, exhibits, and addenda attached hereto and incorporated by reference.
- "**Bill of Lading**" or "**BOL**" means the document prepared by the Shipper, or on its behalf, identifying the freight, origin, destination, consignee, and terms of transportation.
- "**Broker**" means Cleveland Bay Logistics Inc., acting as a licensed property broker and intermediary facilitating transportation services between Shippers and Carriers.
- "**Carrier**" means the motor carrier entity identified in the introductory paragraph of this Agreement, providing motor carrier transportation services hereunder.
- "**Effective Date**" means the date upon which this Agreement is fully executed by both parties, as specified in the introductory paragraph.
- "**Load**" or "**Shipment**" means the specific goods, freight, or cargo tendered by Broker to Carrier for transportation under a duly authorized Load Confirmation or similar dispatch.
- "**Proof of Delivery**" or "**POD**" means the signed Bill of Lading or other document confirming the successful delivery of a Shipment to the Consignee.
- "**Services**" means the motor carrier transportation and related services provided by Carrier under this Agreement.
- "**Shipper**" means the party contracting with Broker for the arrangement of transportation of freight.

2. CARRIER REPRESENTATIONS AND WARRANTIES

CARRIER HEREBY REPRESENTS AND WARRANTS THAT:

- **OPERATING AUTHORITY AND COMPLIANCE:** Carrier holds and will maintain all necessary and valid federal, provincial, and/or state operating authorities, permits, and licenses required to perform the Services, including but not limited to an active U.S. DOT/MC number or Canadian NSC/provincial authority as applicable. Carrier shall comply with all applicable federal, state, provincial, and local laws, rules, and regulations related to its operations and the Services provided hereunder.

- **GOOD STANDING:** Carrier is, and will remain, in good standing with all applicable regulatory agencies, including the Federal Motor Carrier Safety Administration (FMCSA) or Canadian equivalents. This includes maintaining satisfactory safety ratings and complying with all financial responsibility requirements.
- **INSURANCE COVERAGE:** Carrier maintains, and will continue to maintain, all required insurance coverages as detailed in Section 4 of this Agreement, including naming Broker as an additional insured or certificate holder as applicable.
- **NO UNAUTHORIZED SUBCONTRACTING:** Carrier shall not assign, broker, subcontract, or re-delegate any Shipment tendered by Broker to any third party without Broker's explicit prior written consent, as further detailed in Section 3.
- **DRIVER AND EQUIPMENT STANDARDS:** Carrier's drivers are properly licensed, qualified, and comply with all applicable Hours-of-Service (HOS) regulations, drug and alcohol testing requirements, and all other safety regulations. Carrier's equipment is properly registered, clean, well-maintained, and suitable for the safe and efficient transportation of all tendered Shipments, operating in a safe and professional manner.
- **FINANCIAL SOLVENCY:** Carrier is financially solvent and capable of performing its obligations under this Agreement.
- **AUTHORITY TO CONTRACT:** Carrier has the full power and authority to enter into and perform its obligations under this Agreement.
- **CONSENT:** Carrier expressly consents to Broker conducting periodic reviews of Carrier's safety ratings, insurance status, and regulatory compliance through public and proprietary databases.

3. NO DOUBLE BROKERING OR SUBCONTRACTING

Carrier expressly agrees and covenants that it shall not, under any circumstances, assign, broker, subcontract, or otherwise re-delegate, or permit to be re-delegated, any Shipment tendered by Broker to any third party without Broker's explicit, prior written approval for that specific Shipment. Any violation of this Section, including any unauthorized assignment or subcontracting, shall be deemed a material breach of this Agreement and shall constitute fraudulent conduct. In such event, and without prejudice to any other rights or remedies available to Broker at law or in equity, Broker reserves the right to:

- Immediately withhold any and all payments due to Carrier, whether for the specific Shipment involved in the breach or any other outstanding payments.
- Pursue all available legal and equitable remedies, including but not limited to damages, injunctive relief, and all costs of collection and legal fees incurred.
- Immediately terminate this Agreement for cause, without prior notice.
- Notify relevant shippers, regulatory authorities (including, but not limited to, FMCSA or Canadian equivalents), credit reporting agencies, and industry monitoring services of the violation.

4. INSURANCE REQUIREMENTS

Carrier shall, at its sole expense, procure and maintain with insurers acceptable to Broker, and maintain in full force and effect throughout the term of this Agreement and for a period of one (1) year thereafter, the following insurance coverages:

- **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** With a minimum Combined Single Limit (CSL) of not less than \$1,000,000 CAD per occurrence, covering all owned, non-owned, and hired vehicles used in the performance of Services under this Agreement.
- **MOTOR TRUCK CARGO LEGAL LIABILITY INSURANCE:** With a minimum limit of not less than \$250,000 CAD per occurrence, covering all risks of loss, damage, or destruction to cargo in Carrier's care, custody, and control. Any deductible for Cargo insurance shall not exceed \$1,000 CAD, unless otherwise agreed to in writing by Broker.
- **WORKERS' COMPENSATION INSURANCE:** As required by all applicable federal, provincial, and/or state laws and regulations, covering all Carrier's employees performing Services hereunder.

- **GENERAL COMMERCIAL LIABILITY INSURANCE:** With a minimum limit of \$1,000,000 CAD per occurrence, covering bodily injury, property damage, and personal injury liability.
- **ANY OTHER INSURANCE:** Any other insurance coverage required by applicable law, regulation, or reasonably requested by Broker.

Carrier shall furnish Broker with valid certificates of insurance (COI) evidencing all such coverage prior to performing any Services under this Agreement. The COIs shall specifically name Cleveland Bay Logistics Inc. as an Additional Insured on the Commercial Automobile Liability and General Commercial Liability policies, and as a Certificate Holder on the Cargo and Workers' Compensation policies, where applicable. Carrier shall ensure that its insurers provide Broker with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change to any of the required insurance policies. Failure to maintain the required insurance is a material breach of this Agreement

5. INDEMNIFICATION

Carrier shall indemnify, defend, and hold harmless Broker, its officers, directors, employees, agents, shippers, and affiliates (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from:

- Any negligent or willful act or omission of Carrier, its employees, representatives, or subcontractors (whether authorized or unauthorized) in the performance of this Agreement.
- The loss, damage, or delay of cargo transported or intended to be transported under this Agreement, regardless of cause, except to the extent caused by the sole negligence or willful misconduct of Broker.
- Any injury to persons (including death) or damage to property (excluding cargo, which is covered above) resulting from Carrier's performance or failure to perform the Services under this Agreement.
- Any violation by Carrier, its employees, representatives, or subcontractors of applicable laws, rules, or regulations (including, but not limited to, those related to transportation, safety, customs, and hazardous materials), or any breach by Carrier of its representations, warranties, or covenants under this Agreement.

6. CARGO LOSS, DAMAGE, OR DELAY

Carrier shall be liable as a common carrier for any and all loss, damage, or delay to freight while in its care, custody, or control, from the time it receives the Shipment until the time it is delivered to the Consignee. Such liability shall be consistent with the Carmack Amendment (49 U.S.C. 14706) for U.S. domestic or cross-border Shipments, or applicable Canadian federal and provincial laws and regulations for Canadian domestic or cross-border Shipments, as the case may be, including but not limited to liability for negligence, inherent vice, or Acts of God, unless otherwise expressly excluded by law.

Carrier shall notify Broker immediately, and in no event later than twenty-four (24) hours, after discovery of any incident involving loss, damage, or delay to a Shipment. This notification shall include all known details of the incident.

For temperature-controlled freight, Carrier specifically warrants that its equipment is capable of maintaining specified temperatures and shall, upon Broker's prompt request, provide all relevant reefer logs, temperature records, and seal documentation.

Broker reserves the right to withhold payment or recover costs associated with cargo claims from Carrier, whether such claims are made by the Shipper or are resolved directly by Broker.

7. PAYMENT TERMS

Broker shall pay Carrier for Services rendered within thirty (30) calendar days following receipt of both Carrier's valid invoice and a legible, properly signed Proof of Delivery (POD).

1. **VALID INVOICE REQUIREMENTS:** To be considered valid, all invoices must:
 - Be submitted electronically to Broker at payables@clevelandbaylogistics.com

- Clearly reference the applicable CBL load number in the subject line or body of the email.
 - Detail the agreed-upon rate and any pre-approved accessorial charges.
 - Include Carrier's legal name
 - Be submitted within 7 calendar days of delivery. Invoices submitted late may be subject to delayed payment.
2. **PROOF OF DELIVERY (POD) REQUIREMENTS:** A POD is deemed "properly signed" when it clearly indicates the date and time of delivery, is signed legibly by the consignee or their authorized representative and shows no evidence of alteration.
3. **CURRENCY:** All payments shall be made in the currency specified on the Load Confirmation for the respective Shipment (e.g., CAD or USD).
4. **RIGHT OF OFFSET AND DEDUCTION:** Broker expressly reserves the right to withhold, offset, credit, or deduct from any payments due to Carrier any amounts owed by Carrier to Broker arising from, but not limited to, cargo claims (loss, damage, or delay), fines, penalties, overpayments, unauthorized accessorial charges, or any other damages or breaches by Carrier of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

Carrier is and shall operate at all times as an independent contractor, assuming all responsibility for the means, methods, and manner of its performance of Services under this Agreement. Nothing contained herein shall be construed or deemed to create any employer-employee, master-servant, principal-agent, partnership, joint venture, or other relationship between Broker and Carrier, or between Broker and Carrier's employees, agents, or subcontractors, other than that of an independent contractor.

Carrier further acknowledges and agrees that:

- Carrier is solely responsible for all federal, provincial, state, and local income taxes, payroll taxes, social security contributions, unemployment insurance, workers' compensation contributions, and any other taxes or withholdings pertaining to its operations and its employees.
- Carrier is solely responsible for all operating expenses, equipment, supplies, fuel, maintenance, licensing, registration, and employment costs related to its performance of Services.
- Neither Carrier nor its employees, agents, or subcontractors are eligible for or entitled to any benefits, insurance, or compensation from Broker, other than the agreed-upon compensation for Services rendered as specified in this Agreement.
- Carrier retains sole control over its drivers, employees, hiring, firing, scheduling, and routes, provided always that its operations are in compliance with the terms of this Agreement and applicable laws.

9. CONFIDENTIALITY AND NON-SOLICITATION

9.1. **CONFIDENTIALITY:** Carrier acknowledges that during the course of this Agreement, it will have access to confidential and proprietary information belonging to Broker and its Shippers. This includes, but is not limited to, business plans, pricing, rates, contact details, customer lists, shipment specifics, operational data, and any other non-public business or financial information (collectively, "Confidential Information").

Carrier agrees to hold all Confidential Information in strict confidence. Carrier shall not, directly or indirectly, use, disclose, or permit the disclosure of any Confidential Information to any third party for any purpose other than the performance of Services under this Agreement. This confidentiality obligation shall survive the termination of this Agreement indefinitely.

9.2. **NON-SOLICITATION OF CUSTOMERS:** Carrier agrees and covenants that for a period of twenty-four (24) months following the termination or expiration of this Agreement, Carrier shall not, directly or indirectly, for itself or on behalf of any other person or entity:

- Solicit or attempt to solicit any customer of Broker (including Shippers) for whom Carrier transported freight on behalf of Broker during the term of this Agreement.

- Directly or indirectly provide transportation services to, or contract with, any such customer of Broker for any freight that was previously tendered to Carrier by Broker.
- This non-solicitation covenant shall apply within North America

9.3. REMEDIES: Carrier acknowledges that a breach of this Section 9 would cause irreparable harm to Broker for which monetary damages alone would be an inadequate remedy. Therefore, in addition to any other remedies available at law or in equity, Broker shall be entitled to seek injunctive relief to prevent actual or threatened breaches of this Section. Furthermore, in the event of a violation of the non-solicitation covenant in Section 9.2, Carrier agrees to pay Broker liquidated damages in the amount of twenty percent (20%) of the gross revenue derived by Carrier from the solicited customer during the twenty-four (24) month period following termination, as a reasonable pre-estimate of the damages Broker would suffer, which are difficult to ascertain. These liquidated damages amount is not intended as a penalty.

10. TERMINATION

1. TERMINATION WITHOUT CAUSE: Either party may terminate this Agreement without cause upon providing thirty (30) calendar days' prior written notice to the other party, in accordance with the notice provisions of this Agreement.

2. TERMINATION FOR CAUSE BY BROKER: Broker may terminate this Agreement immediately for cause, without prior notice, upon the occurrence of any of the following events or conditions:

- Failure by Carrier to maintain any required insurance coverages or operating authorities, permits, or licenses.
- Any safety violations that result in an "Unsatisfactory" or "Conditional" safety rating, or equivalent regulatory status, for Carrier.
- Any act of fraud, misrepresentation, or unauthorized subcontracting (double brokering) by Carrier.
- Any material breach by Carrier of its obligations, representations, or warranties under this Agreement that is not cured within 3 calendar days of Carrier's receipt of written notice from Broker specifying the breach.
- Carrier becoming insolvent, filing for bankruptcy, or making an assignment for the benefit of creditors.

3. EFFECT OF TERMINATION: Termination of this Agreement shall not relieve either party of any obligations or liabilities incurred prior to the effective date of termination. Provisions of this Agreement which by their nature are intended to survive termination, including but not limited to those relating to confidentiality, non-solicitation, indemnification, and payment obligations, shall remain in full force and effect.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to conflict of laws principles. Any disputes arising hereunder shall be resolved exclusively in the courts located within such jurisdiction.

12. FORCE MAJEURE

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, natural disasters, government restrictions, wars, or labor strikes. Mechanical failures, lack of drivers, or equipment shortages shall not constitute force majeure.

13. TRACKING AND COMMUNICATION

1. REAL-TIME TRACKING DATA: Carrier shall provide real-time shipment tracking data for all Shipments tendered by Broker. This data shall be accessible to Broker upon request through mutually approved tracking systems, electronic logging devices (ELDs), or other agreed-upon telematics solutions. "Real-time" shall mean updates no less frequently than every 2-3 hours, or as otherwise agreed for specific Shipments. Carrier warrants the accuracy and integrity of all tracking data provided.

2. PROACTIVE ISSUE NOTIFICATION: Carrier shall promptly notify Broker by telephone immediately, followed by written confirmation (e.g., email), of any and all delays, exceptions, breakdowns, accidents, diversions, security incidents, regulatory

inspections, or other issues that may impact the safe, timely, or compliant delivery of a Shipment. This notification must include the nature of the issue, its estimated impact on the delivery schedule, and the steps being taken by Carrier to mitigate the issue.

3. **FAILURE TO COMPLY:** Failure to provide accurate and timely tracking data or notification of issues may result in delays, deduction in payment, penalties, or may be deemed a breach of this Agreement.

14. EQUIPMENT AND STANDARDS

CARRIER SHALL, FOR ALL SHIPMENTS, PROVIDE EQUIPMENT THAT IS:

- **CLEAN, ODOR-FREE, AND PEST-FREE:** The interior of all trailers shall be free from dirt, debris, residue, odors, and any pests or contaminants that could affect the integrity or marketability of the freight.
- **MECHANICALLY SOUND AND ROADWORTHY:** All equipment (tractors and trailers) shall be in excellent mechanical condition, safe, roadworthy, properly registered, and comply with all applicable federal, provincial, state, and local safety and transportation regulations.
- **SUITABLE FOR FREIGHT:** The type, size, and condition of the equipment provided shall be suitable and appropriate for the specific freight being transported, as described on the Load Confirmation or Bill of Lading. This includes, but is not limited to, sufficient load capacity, proper ventilation, and adequate securing devices.

FOR REFRIGERATED, FROZEN, OR TEMPERATURE-CONTROLLED SHIPMENTS, IN ADDITION TO THE ABOVE, CARRIER SHALL:

- **PRE-COOLING AND CONTINUOUS OPERATION:** Ensure that reefer units are pre-cooled to the specified temperature prior to loading the Shipment and maintained in continuous operation to hold the specified temperature throughout transit and until delivery.
- **TEMPERATURE MONITORING AND DOCUMENTATION:**
 1. Use appropriately calibrated temperature monitoring equipment.
 2. If the trailer is not equipped with an electronic monitoring system, the driver must check and record trailer temperature at least ****three (3) times daily**** (e.g., morning, midday, and evening).
 3. All temperature logs must be legible and available to Broker upon request.
 4. If a temperature variance exceeding $\pm 2^{\circ}\text{F}$ from the agreed range is identified, Carrier must investigate immediately and notify Broker without delay.
 5. Failure to maintain temperature as agreed will be deemed a material breach and may result in liability for loss or rejection of the freight.
- **TEMPERATURE VERIFICATION AT DELIVERY:**
 1. Carrier shall ensure the reefer unit remains sealed and operating until consignee performs temperature checks.
 2. Carrier's driver must ****witness**** temperature readings at destination and ensure the results are documented on the Bill of Lading or delivery receipt.
 3. If no representative is present to inspect temperature at delivery (e.g., for drop trailers), the driver shall not break the seal and must notify Broker immediately.
- **SEALED TRAILERS:** Provide trailers that can be securely sealed and maintain seals as required for security and integrity of the freight.

Failure to meet the equipment and standard requirements set forth in this Section may result in the refusal of the Shipment at pick-up, rejection of the Shipment at delivery, assessment of charges for cargo damage, or other remedies available to Broker under this Agreement.

14.1 SEAL INTEGRITY

1. **APPLICATION OF SEALS:** Carrier shall apply a verifiable and intact seal to the trailer doors immediately upon loading at the origin, if no seal provided by shipper or warehouse department, carrier should not move from the yard and call Broker immediately. The seal number shall be accurately recorded on the Bill of Lading (BOL) and/or Load Confirmation.

2. **MAINTENANCE OF SEAL INTEGRITY:** Carrier is solely responsible for maintaining the integrity of all seals from the time of application at origin until the Shipment reaches its final destination. No seal shall be broken, removed, or tampered with by Carrier, its employees, or subcontractors, except with the express prior written authorization from Broker or the Consignee at the point of delivery.

3. **REPORTING DISCREPANCIES:** In the event that a seal is found to be missing, broken, tampered with, or the seal number does not match the documentation at any point during transit or upon arrival at destination, Carrier shall:

- Immediately notify Broker by telephone, followed by written confirmation.
- Halt the loading or unloading process if safe to do so.
- Document the discrepancy on the BOL or other relevant shipping documents.
- Take photographs of the compromised seal and surrounding area.
- Follow Broker's instructions regarding further handling of the Shipment.

4. **CONSEQUENCES OF COMPROMISED SEAL INTEGRITY:** A breach of seal integrity, unless authorized and properly documented, shall be considered a material breach of this Agreement. Carrier shall be fully liable for any cargo loss, damage, or contamination resulting from a compromised seal, regardless of whether the Carrier can prove it was not responsible for the actual loss, damage, or contamination. Broker and consignee reserves the right to refuse the Shipment, impose penalties, or pursue other remedies available under this Agreement, including termination, due to compromised seal integrity.

14.2 CROSS-DOCKING

Carrier expressly agrees and covenants that it shall not, under any circumstances, cross-dock, transload, or otherwise transfer any portion of a Shipment from one trailer to another at an intermediate point, or store any Shipment, without the express prior written approval for that specific Shipment from Broker.

• **AUTHORIZATION:** Any request for cross-docking or transloading must be submitted to Broker in writing and receive explicit written authorization from Broker prior to any such transfer. Broker, in its sole discretion, may grant or deny such requests.

• **CARRIER'S RESPONSIBILITY:** If cross-docking or transloading is authorized, Carrier shall bear all costs associated with such transfer, including but not limited to labor, equipment, and facility charges, unless otherwise agreed upon in writing by Broker. Carrier shall remain fully liable for any and all loss, damage, or delay to the Shipment during and as a result of the cross-docking or transloading process, including while in storage, regardless of cause.

• **DOCUMENTATION:** In the event of authorized cross-docking, Carrier shall ensure proper documentation of the transfer, including new Bill of Lading (BOL) or transfer receipts, updated seal numbers, and any other information reasonably requested by Broker, and shall promptly provide copies of such documentation to Broker.

• **UNAUTHORIZED CROSS-DOCKING:** Any unauthorized cross-docking, transloading, or storage shall be deemed a material breach of this Agreement, potentially constituting fraudulent conduct, and may result in penalties, claims for damages, and immediate termination of this Agreement, in addition to Carrier's full liability for any resulting loss or damage to the Shipment.

14.3 EXCLUSIVE TRAILER USE

Unless expressly agreed otherwise in writing on the Load Confirmation for a specific Shipment, Carrier shall ensure that all trailers utilized for Shipments tendered by Broker are for the exclusive use of the Broker's designated Shipper and Shipment.

- **PROHIBITION ON CO-MINGLING:** Carrier shall not load, transport, or store any other freight or goods from any other shipper, customer, or source in the same trailer as a Shipment tendered by Broker.
- **PROHIBITION ON MULTIPLE STOPS (UNLESS AUTHORIZED):** Carrier shall not make unauthorized additional pickups or deliveries for other parties while a Shipment tendered by Broker is in its possession.
- **CARRIER'S RESPONSIBILITY:** Carrier shall be solely responsible and fully liable for any loss, damage, contamination, or delay to a Shipment caused by the unauthorized co-mingling of freight or unauthorized additional stops.
- **BREACH AND REMEDIES:** Any breach of this Exclusive Trailer Use provision shall be considered a material breach of this Agreement, entitling Broker to all remedies available at law or in equity, including without limitation, full compensation for any damages or losses incurred by Broker or its Shippers, and immediate termination of this Agreement.

15. DOCUMENTATION REQUIREMENTS

- **SUBMISSION DEADLINE:** Carrier shall submit all required documentation, including signed Bills of Lading (BOL), Proofs of Delivery (POD), lumper receipts, and any other accessorial documentation, to Broker within forty-eight (48) hours of delivery of the Shipment. Failure to submit complete documentation within this timeframe may result in delayed or forfeited payment.
- **DIGITAL FORMAT REQUIREMENT:** All documents must be submitted in high-resolution PDF format.

Photos or images (e.g., JPEG, PNG, camera scans) will not be accepted unless pre-approved in writing by Broker.

Documents must be legible, unaltered, and properly oriented (i.e., not upside-down or skewed).

Multi-page documents should be consolidated into a single PDF file where applicable.

- **SUBMISSION METHOD:** All documentation shall be submitted electronically via email to payables@clevelandbaylogistics.com, with the applicable CBL Load Number clearly referenced in the subject line or email body.
- **BROKER'S RIGHT TO REJECT INSUFFICIENT DOCUMENTATION:** Broker reserves the right to reject or return for correction any documentation that is incomplete, illegible, or submitted in a non-compliant format. Payment timelines shall be based on the date complete and compliant documentation is received.

16. ACCESSORIAL CHARGES

- **PRIOR APPROVAL REQUIRED:** Carrier shall obtain prior written approval from Broker before incurring any accessorial charges, including but not limited to detention, layover, driver assist, equipment use, storage, or lumper fees.
- **DOCUMENTATION REQUIREMENT:** All approved accessorial charges must be accompanied by valid supporting documentation, including timestamps, consignee or shipper signatures (if applicable), receipts, or other records verifying the occurrence of the charge. Documentation must be submitted to Broker within seven (7) calendar days of the event giving rise to the charge. Failure to submit within this time frame may result in denial of reimbursement.
- **DETENTION LIMITS WITHOUT PRIOR APPROVAL:** Detention time will be compensated only after the first two (2) free hours at both pickup and delivery locations, provided Carrier furnishes verifiable in/out times signed by the shipper or consignee. However, unless Broker expressly authorizes otherwise in writing, detention charges shall be capped at a maximum of four (4) hours per stop. Any detention beyond this cap shall not be compensable without documented prior written consent from Broker.

- **NO GUARANTEED ACCESSORIAL REIMBURSEMENT:** Broker's agreement to consider accessorial charges does not guarantee reimbursement. Charges must be commercially reasonable and fully documented to Broker's satisfaction.

17. SUBROGATION WAIVER

Carrier, on behalf of itself and its insurers, hereby irrevocably waives any and all rights of subrogation, contribution, or recovery against Broker, its officers, directors, employees, agents, clients, shippers, consignees, and affiliates (collectively, "Broker Parties") for any claims, losses, damages, or expenses arising out of or related to the Services performed under this Agreement, to the extent such claims, losses, damages, or expenses are covered by any insurance policy maintained or required to be maintained by Carrier under this Agreement. Carrier shall ensure that all its insurance policies include a waiver of subrogation endorsement in favor of the Broker Parties.

18. FREIGHT CLAIMS HANDLING

1. **IMMEDIATE NOTIFICATION AND DOCUMENTATION:** Carrier shall immediately notify Broker by telephone, and follow up with written confirmation (e.g., email), of any cargo loss, damage, shortage, or refusal of Shipment within Four (4) hour of discovery or occurrence. Carrier shall promptly, and in no event later than forty-eight (24) hours following notification, provide Broker with all necessary documentation pertaining to the incident, including but not limited to:

- Written reports detailing the incident.
- Photographs of the cargo and/or equipment involved.
- Inspection reports.
- Driver's notes and observations.
- Original Bill of Lading (BOL) and Proof of Delivery (POD) with notations.
- Salvage or reconsignment instructions, if applicable.
- Any other relevant information pertaining to the claim.

2. **SALVAGE AND MITIGATION:** Carrier shall take all reasonable steps to mitigate losses, including protecting damaged cargo from further damage and securing any salvage, and shall follow Broker's instructions regarding disposition of damaged or refused freight.

3. **CLAIM FILING AND INVESTIGATION:** Broker shall have the right to file claims against Carrier on behalf of itself or its Shippers. Carrier agrees to cooperate fully with Broker in the investigation and resolution of all claims, providing any additional information or access to personnel or records as reasonably requested.

4. **PAYMENT OFFSET FOR CLAIMS:** As detailed in Section 7, Broker reserves the right to offset, withhold, or deduct from payments due to Carrier the amount of any unresolved claims or other damages incurred by Broker due to Carrier's breach of its obligations under this Agreement.

19. BROKER-SHIPPER FLOW-DOWN CLAUSE

Carrier agrees to comply with all applicable shipper-specific requirements, including appointment scheduling, facility security protocols, and delivery procedures as communicated by Broker.

20. CSA AND SAFETY MONITORING

Carrier shall maintain satisfactory safety ratings and comply with all applicable safety regulations. Broker reserves the right to suspend or terminate services if Carrier's safety scores or regulatory status fall below acceptable standards.

21. DATA SECURITY

Carrier agrees to safeguard all Broker and shipper data and prohibits falsification, manipulation, or unauthorized disclosure of shipment, GPS, or operational data.



22. FREIGHT CHARGE FORFEITURE

Broker reserves the right to deny or revoke payment for shipments involving unauthorized subcontracting or double brokering in violation of Section 3.

23. SEVERABILITY AND SURVIVAL

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Provisions relating to indemnification, confidentiality, and non-solicitation shall survive termination.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Broker and Carrier and supersedes all prior communications, representations, or agreements, whether oral or written.

ELECTRONIC SIGNATURES AND COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic means, including scanned PDFs or platforms such as DocuSign, and such signatures shall have the same legal effect as original signatures.

EACH PARTY REPRESENTS AND WARRANTS THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND SUCH PARTY TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

I AGREE AND CONFIRM THAT I AM AN AUTHORIZED REPRESENTATIVE OF THE CARRIER

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

CLEVELAND BAY LOGISTICS INC.

(BROKER)

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Email: admin@clevelandbaylogistics.com

(CARRIER)

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Email: _____