



Carrier Contract Agreement Packet Check List

Please make sure all of the following are completed before emailing the packet to us. Failure to take care of all items listed will slow up the approval process.

- All pages are filled out completely.
- Fill out the SAKAEM Carrier Information Sheet.
- Fill out the Vendor Information Form.
- Include a copy of insurance with SAKAEM Logistics, LLC as the certificate holder and required language.
- Include a copy of W-9 as well as a copy of your DOT Authority.

Please scan the completed packet and email to operations@sakaemlogistics.com
Attn: Tera Lacy Any questions please call 404-419-9863.

PLEASE READ VERY IMPORTANT

PLEASE PAY VERY CLOSE ATTENTION TO THE SAMPLE CERTIFICATE OF INSURANCE ACCOMPANIED WITH THE CARRIER CONTRACT AGREEMENT PACKET. YOU ARE REQUIRED TO HAVE **\$1,000,000** IN GENERAL LIABILITY, **\$1,000,000** IN AUTO LIABILITY, AND **\$100,000-\$350,000** CARGO INSURANCE (DEPENDING UPON EQUIPMENT). IF YOU DO NOT HAVE THE AMOUNT REQUIRED, YOU WILL NOT BE APPROVED TO HAUL FOR SAKAEM Logistics.

THANK YOU FOR YOUR INTEREST IN HAULING FOR SAKAEM Logistics!

TRANSPORTATION AGREEMENT

This Transportation Agreement (the "Agreement") is entered into as of the ___ day of _____, 2022 by and between SAKAEM Logistics, a Delaware Limited Liability Company ("SAKAEM"), and _____(Carrier Name) a _____ ("Carrier").

WHEREAS, SAKAEM is a regulated transportation broker pursuant to authority issued by the Federal Motor Carrier Safety Administration.

WHEREAS, Carrier is a regulated carrier engaged in the transportation of automobiles and light trucks pursuant to certificates of public convenience and necessity and permits issued by the Federal Motor Carrier Safety Administration and the Department of Transportation; and

WHEREAS, SAKAEM and Carrier are desirous of providing for the transportation by Carrier of loads of automobiles and light trucks ("Loads") originated and designated by SAKAEM;

NOW, THEREFORE, in view of the above and foregoing, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scope of Work. Carrier hereby agrees to accept Loads as tendered by SAKAEM and agrees to transport such Loads from such origination locations to such destinations as designated by SAKAEM in accordance with the following:
 - (a) SAKAEM will advise Carrier of Loads that SAKAEM is willing to make available to Carrier, and Carrier will advise SAKAEM of the availability of equipment to handle the available Loads.
 - (b) The timeliness of both pick-up and delivery is essential to providing quality service to a shipper; therefore, SAKAEM, prior to tendering Loads to Carrier will advise Carrier as to which Loads need to be both picked up and delivered, and Carrier will advise if Carrier is able to meet these requirements. Carrier will ensure that Loads tendered by SAKAEM to Carrier are picked up and delivered in accordance with the shipper's requirements.
 - (c) SAKAEM will advise Carrier of the contractual requirements of any shipper whose Loads are tendered to Carrier, and Carrier shall comply with and meet such requirements. If requested by SAKAEM, Carrier shall acknowledge in writing Carrier's understanding of the requirements and Carrier's agreement to meet said requirements.
 - (d) SAKAEM will require Carrier to comply with certain specific operating standards necessary to providing to SAKAEM's customers and shippers the service that they require and to which they are entitled. These operating standards will be provided to Carrier, and Carrier shall acknowledge in writing both its understanding of and its commitment to comply with these standards. These standards will be changed as conditions dictate, and Carrier will be advised of these changes and shall acknowledge the changes and reaffirm Carrier's commitment to comply with said standards.

(e) Carrier's performance of transportation services without loss or damage to the Loads is an essential obligation and duty of this Agreement. Carrier agrees to meet the requirements and objectives of all written programs, practices and procedures instituted by SAKAEM and its shippers regarding the quality of transportation services

2. Carrier's Operating Authority; Insurance Coverage. Carrier represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. Carrier shall obtain, at its sole cost and expense, all licenses, permits and approvals required under any applicable statute or regulation for the transportation of vehicles. The Loads tendered to Carrier by SAKAEM will be handled under Carrier's operating authority and under Carrier's workers' compensation, auto and general liability insurance coverage.

3. Insurance. Carrier shall maintain the following insurance at a minimum and provide evidence of such insurance to SAKAEM upon execution of this Agreement and at every policy renewal for the term of this Agreement. Evidence shall be provided to SAKAEM by a copy of the entire insurance policy and a certificate of insurance indicating thirty (30) days notice before cancellation or material change in coverage. Certificates of insurance indicating renewal coverage must be received by SAKAEM before previous coverage expires.

(a) Automobile. Automobile Liability Insurance with minimum limits of \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage. This limit can be provided by a \$1,000,000 primary automobile liability policy and an excess liability or umbrella policy with limits of \$1,000,000 and higher. SAKAEM shall be named as an additional insured for Automobile Liability Insurance.

(b) General Liability. Commercial General Liability Insurance, including coverage for contractual liability, with limits of at least \$1,000,000 Bodily Injury and Property Damage Combined Single Limit, \$1,000,000 General Aggregate and \$1,000,000 Personal Injury. SAKAEM shall be named as an additional insured for Commercial General Liability Insurance.

(c) Workers' Compensation. Workers' Compensation Insurance for statutory coverage shall be maintained in the name of Carrier including Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease policy limits and \$500,000 disease each employee. Workers' Compensation will be provided in the name of Carrier unless Carrier uses independent contractors or owner operators as drivers.

(d) Cargo. As Carrier is responsible for damage to vehicles while in its care, custody or control, Motor Truck Cargo coverage with limits per tractor/trailer unit of \$100,000, or the value of the load, whichever is greater, per vehicle, must be maintained. The deductible per loss should be no greater than \$5,000. Even though Motor Truck Cargo insurance is required, Carrier is responsible for any and all damage to the Loads. Carrier hereby acknowledges and agrees that in the event high-end vehicles are being hauled, SAKAEM reserves the right to adjust these limits.

(e) Coverage. Coverage shall be placed with financially sound and reputable insurance companies licensed to do business in the jurisdictions in which transportation services are being provided and that are otherwise reasonably acceptable to SAKAEM. Any restrictions of coverage other than

normal policy exclusions must be identified on the certificate. As an additional insured, a copy of all endorsements must be sent to SAKAEM. Coverage is to be provided on policies using Insurance Service Office (ISO) forms for automobile and general liability coverage and National Council of Compensation Insurance policies for workers' compensation.

4. Identification of Load. Each Load handled by Carrier will be billed to SAKAEM and identified as follows:

<u>ORIGIN</u>	<u>Transit order number</u>	<u>VIN (LAST 8 DIGITS)</u>	<u>DISTRIB. CITY/STATE</u>	<u>RATE PER UNIT</u>
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or utilizing a format and vehicle description satisfactory to SAKAEM.

5. Commission; Billing and Payment. Carrier hereby assigns to SAKAEM all rights to bill and collect all revenues generated by Carrier's handling of Loads generated under this Agreement. Unless SAKAEM instructs Carrier to bill an auction directly for transportation services, SAKAEM shall (a) bill the shippers for the handling of their units, (b) be reimbursed in accordance with the rates established between the shipper and SAKAEM and (c) tender payment to Carrier in accordance with the rates set forth in the transit order, which have been agreed to by SAKAEM and Carrier in writing and made a part hereof; such payments will be made to Carrier by SAKAEM within thirty (30) days after SAKAEM's receipt of proof of delivery from Carrier and an invoice. In the event SAKAEM instructs Carrier to bill an auction directly, Carrier acknowledges and agrees to submit proof of delivery and an invoice to the applicable auction site and to accept payment directly from the auction. Carrier hereby acknowledges and agrees that there are no other applicable rates or charges except those established by this Agreement.

6. Bill of Lading. Carrier must provide SAKAEM delivery notification upon completion of each assigned Load. Carrier must provide the signed bill of lading within five (5) days of delivery to SAKAEM Logistics, 1957 Lakeside Parkway, Suite 508, Tucker, GA 30084, Attention: Carrier Management. Carrier acknowledges and agrees that some accounts may require a quicker turn-around of the delivery document.

7. Control of Equipment and Drivers. 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, to the use and operation of the Equipment, (c) maintain the Equipment in good repair, mechanical condition and appearance, (d) utilize only competent, able and legally licensed drivers and personnel and (e) comply with all local laws, statutes, ordinances and regulations applicable to its operations or the conduct of its business. The Equipment, drivers and other personnel of Carrier shall remain under the sole and exclusive control of Carrier, and such drivers and personnel shall not be deemed to be the employees of SAKAEM. Carrier acknowledges and agrees that it has complete responsibility for all state and federal taxes, assessments, insurance and any other financial obligations arising out of the transportation services provided hereunder.

8. Risk of Loss. Carrier shall have the sole and exclusive care, custody and control of the Loads from the time the Loads are delivered to Carrier for transportation until delivered to the consignee accompanied by the bill of lading or other proof of delivery. Carrier assumes liability for loss, delay, damage to or destruction of any and all of the Loads while under Carrier's care, control or custody, and Carrier shall

bear all risk of loss with respect to the Loads being transported by Carrier pursuant to this Agreement. Carrier shall indicate on the delivery receipt any damage to Loads transported by Carrier. SAKAEM will handle the claims with the shippers, and Carrier shall pay all such claims within ten (10) days after notification of the amount of such claim by SAKAEM. SAKAEM will advise Carrier of each shipper's loading requirements and cargo claim payment procedures, and Carrier agrees to comply with those requirements and to honor claims filed with SAKAEM in accordance with this procedure. In case of severe damage to a vehicle bearing a brand or trademark, which in any way carries or implies the guarantee of the manufacturer, the manufacturer, exercising its discretion, shall be the sole judge as to whether the vehicle involved is to be declared a "Total Loss". If the manufacturer is the owner of the vehicle, and the vehicle is declared a Total Loss, such damaged vehicle shall not be sold or otherwise disposed of except by the manufacturer or with its consent. The manufacturer in some cases may also invoke a "loss of sale" penalty on Total Loss claims in addition to the cost of the vehicle. Carrier acknowledges and agrees that it shall be responsible for payment in full of all costs, expenses and penalties associated with a Total Loss. This section shall survive expiration or earlier termination of this Agreement.

9. Indemnification. Carrier shall indemnify, defend and hold SAKAEM, its officers, directors and employees harmless from and against any and all claims, liabilities, losses, damages, suits, costs and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, court costs and other costs and expenses of investigation and litigation, arising from or as a result of services provided by Carrier pursuant to this Agreement and for any breach by Carrier of any representation, warranty or covenant contained in this Agreement, including without limitation any third party liability for accidents, liability for taxes and fines, and liability for any acts of the employees, servants, agents or contractors of Carrier; *provided, however*, Carrier shall have no obligation to indemnify SAKAEM for any claim, loss, liability or expense resulting solely and directly from SAKAEM's gross negligence or willful misconduct, as determined by a final judgment of a court of competent jurisdiction. This paragraph shall survive the expiration or earlier termination of this Agreement.
10. Compliance with Laws. Carrier shall obey all applicable federal, state and local laws and regulations, including, but not limited to, laws and regulations associated with the transportation of vehicles. Carrier shall immediately notify SAKAEM in writing in the event Carrier's operating authorities are suspended, revoked, or if Carrier receives an unsatisfactory safety rating.
11. Noncompetition. During the term of this Agreement and for a period of six (6) months following the expiration or earlier termination of this Agreement, Carrier shall not compete, solicit or submit any bid on any vehicles or "traffic" assigned by SAKAEM to Carrier.
12. Term. This Agreement shall become effective upon the date hereof and shall continue for a period of thirty (30) days from the date hereof and shall continue in effect thereafter on a month-to-month basis, unless this Agreement is affirmatively terminated as hereinafter provided.
13. Termination. Either party may terminate this agreement upon 30 days written notice to the other party.
14. Default. In the event that Carrier fails to perform any of its obligations hereunder, SAKAEM will give Carrier written notice specifying the nature of the default and demanding cure satisfactory to SAKAEM within (a) five (5) days for a payment default, and (b) thirty (30) days for any default other than a payment

default following receipt of the demand to cure. Failing such cure, SAKAEM will have the right to (a) cease tendering all or a portion of the Loads to Carrier and/or (b) immediately terminate this Agreement without prejudice to any other rights and remedies it may have at law or in equity. Failure of SAKAEM to notify Carrier of a default is not a waiver by SAKAEM relative to the default.

- Notices. All notices or communications which are required to be given under this Agreement shall be in writing and either served personally or sent by regular or certified mail, postage prepaid, or by nationally recognized overnight delivery service, to the other party at the business address specified below. Either party may notify the other in writing of a change of address.

If to SAKAEM: SAKAEM Logistics LLC
1957 Lakeside Parkway
Suite 508
Tucker, Georgia 30038
Attn: Jason Hilderbrand

If to Carrier:

- Governing Law. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Georgia without reference to any choice of law principles thereof.
- Entire Agreement. This Agreement, together with the agreements referred to herein, shall constitute the entire agreement between the parties hereto with respect to the subject matter contemplated hereby.
- Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- Assignment. Carrier may not assign, transfer, subcontract or delegate its rights or obligations under this Agreement without the prior written consent of SAKAEM. Any attempt to assign, transfer, subcontract or delegate without such consent shall be void. SAKAEM may assign, transfer, subcontract or delegate its rights or obligations under this Agreement.
- Amendment. This Agreement may be amended only by a written agreement executed by all of the parties hereto.
- Independent Contractor. Carrier will be deemed an independent contractor of SAKAEM and will provide all resources necessary to perform the transportation services described herein. The relationship of the parties to each other shall not be deemed to be that of a partnership or a joint venture of any kind.
- Confidentiality. The provisions of this Agreement are considered confidential and, as to certain terms, including rates, are considered trade secrets, and may not be disclosed to a third party without the consent of the other party except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or

subsidiary company, or (c) to an auditing firm that accepts to be bound by the terms of this confidentiality provision. If this provision is breached, this Agreement may be terminated immediately with written notice by the non-

disclosing party to the disclosing party, which is in addition to, and not in lieu of, any other right or remedy to which it is entitled at law or in equity. This paragraph shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

23. Force Majeure. The obligation of Carrier to furnish and of SAKAEM to use transportation services will be temporarily suspended during any period in which either of the parties is unable to comply with this Agreement because of fire, flood, Act of God, civil commotion, labor disputes, government interference or regulations or any other events similar to the foregoing that are beyond the reasonable control of, and are not due to the negligence of, the party claiming force majeure. The parties will make all reasonable efforts to continue to meet their obligations for the duration of the force majeure. The party claiming force majeure shall promptly notify the other party when the force majeure begins, the nature of the force majeure and when the force majeure is terminated.
24. Incorporation of Appendices and Exhibits. The appendices and exhibits identified in this Agreement are incorporated in this Agreement by reference and made part hereof.
25. Waiver of Carrier's Lien. Carrier shall not withhold any goods of any shipper or customer of SAKAEM on account of any dispute as to rates or any alleged failure of SAKAEM to pay charges incurred under this Agreement. To the fullest extent permitted by law, Carrier hereby waives and releases all liens that Carrier might otherwise have to any goods or equipment of SAKAEM or its shippers or customers in the possession or control of Carrier. This Section shall survive expiration of earlier termination of this Agreement.
26. Non-Exclusivity. Carrier understands and agrees that this Agreement is not exclusive, and that SAKAEM has the right to transport all vehicles, in any manner and at any time without use of, or compensation to, Carrier.
27. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
28. No Waiver. No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any difference or subsequent breach or default.
29. Acceptance. Carrier has read and understands this Agreement and agrees that written acceptance or commencement of any work or services under this Agreement shall constitute Carrier's acceptance of these terms and conditions.
30. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute

one and the same instrument. All signatures of any party may be transmitted by facsimile, and a facsimile for all purposes be deemed to be the original signature of the person whose signature it reproduces and will be binding upon that person and on the party on whose behalf that person signed.

IN WITNESS WHERE OF, the parties have duly executed this Agreement as of the date first written above.

SAKAEM Logistics.

Name: Jason Hilderbrand

Title: General Manager

Signature: _____

(Carrier Name)

Name: _____

Title: _____

Signature: _____

SAKAEM Carrier Information Update

Company Name: _____

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Email Address: _____

Do you have access to the internet? YES or NO

Do you provide drive service? YES or NO

What is the average Age of your trucks? _____

of Trucks: 3 Car:____ 5 Car:____ 7 Car:____ 9-10 Car:_____

Preferred Territories/lanes covered:

U.S. _____	U.S. and Canada _
East Coast _____	West Coast _____
South _____	Midwest _____
Southeast _____	Southwest _____
Northeast _____	Northwest _____

Who should we contact for Rate Quotes?

Name: _____

Phone: _____

Fax: _____

Additional Notes: (consistent traffic lanes and needs of a backhaul)

SAKAEM Logistics

Vendor Information Form Date: _____

COMPLETE ALL FIELDS			
Business Name:			
Name as shown on your income tax return, if different from Business Name ("dba" businesses must list Owner Name here)			
CORPORATE OFFICE ADDRESS:			
CORPORATE OFFICE CONTACT:	Name:	Phone:	Fax:
REMIT TO ADDRESS:			
REMIT TO ADDRESS:	City:	State:	Zip:
Accounts Receivable CONTACT.	Name:	Phone:	Fax:
Accounts Receivable EMAIL			
BRIEF BUSINESS DESCRIPTION			
STANDARD OPERATING TERMS: 30 DAYS UNLESS OTHERWISE NOTED HERE			
Corporation _____ Limited Liability Corp__ _____ Sole Proprietorship _____ Partnership_____ Other _____			
TAX IDENTIFICATION NUMBER			
The TIN provided must match the Name on IRS Record, to avoid backup withholding. For individuals with a "dba" business, this is your Social Security Number; for other entities, it is your Employer Identification Number (BIN)			
Social Security Number ____ - ____ - _____		BIN/FEIN	

SAKAEM Logistics
1957 Lakeside Pkwy
Suite 508
Tucker, GA 30084

Carrier Management Team

To obtain an available inventory list or to reach our Carrier Management Team please call our Toll Free number – 844-742-9041.

You may also contact us directly- Please see below.

General Manager:

Jason Hilderbrand Ext. 103 JHilderbrand@sakaemlogistics.com

Transportation Coordinators:

Will Pleace Ext. 101 Wpleace@sakaemlogistics.com

Tera Lacy Ext. 102 Tlacy@sakaemlogistics.com

Tonyette Jackson Ext. 106 Tjackson@sakaemlogistics.com

Claudio Spink Ext. 104 Cspink@sakaemlogistics.com



CERTIFICATE OF LIABILITY INSURANCE

**DATE
(MM/DD/YYYY)**

5/25/2017

ANY PROPRIETOR/PARTNER/EXECUTIVE

OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

If yes, describe under

DESCRIPTION OF OPERATIONS below

N N/A

Y policy number

eff date exp date

E.L. EACH ACCIDENT	\$	500,000
E.L. DISEASE - EA EMPLOYEE	\$	500,000
E.L. DISEASE - POLICY LIMIT	\$	500,000

Cargo liability	X	policy number	eff date	exp date	\$350,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional insureds: "SAKAEM Logistics, LLC, its parents, subsidiaries, divisions, affiliates, directors, officers and assigns. coverage is primary and non-contributory for additional insureds.
 General liability, auto liability, workers compensation and umbrella include a waiver of subrogation in favor of additional insureds
 workers compensation includes alternate employers endorsement in favor of Sakaem Logistics LLC

CERTIFICATE HOLDER Sakaem Logistics LLC 1957 Lakeside Parkway. Suite 508 Tucker, GA 30084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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