



New Customer Packet

Elleven Logistics LLC

ICC License: MC 1089137

(888) 401 – 0072 Phone

(970) 632 – 2854 Fax

Please complete and return: Please, complete and return the following by fax at (970) 632-2854 or email to accounting@ellevenlogistics.com.

- Customer Profile
- Broker - Customer Agreement - Reviewed, signed, and dated
- Complete Credit Application - Include Letter of Business References, Accounts Payable Contact Information

Please retain for your records:

- Safe Carrier Policy for Elleven Logistics LLC
- Elleven Logistics LLC Company Profile & Contact Information
- Certificate of Liability Insurance
- Authority - MC / DOT number
- IRS Form W-9
- Payment Submittal Instructions



Elleven Logistics Company Profile

Telephone: (888) 401 – 0072

Fax: (970) 632 – 2854

Mailing Address: P.O. Box 6185, Eagle, CO 81631

MC # 1089137

Fed ID# 84-4071869

Dispatch Contact: (888) 401 – 0072

Accounting: (970) 658– 1951

Accounting@ellevenlogistics.com

www.ellevenlogistics.com



Customer Profile

Date:

**Company
Name:**

Address:

Phone:

**Contact
Name:**

Position:

Email:

**Phone (if
different):**

**Accounting
Contact:**

**Accounting
Phone:**



Credit Application

Business Contact

Please, provide a Letter of Business References.

Business / Applicant Name: _____ Trade Name/DBA: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____

Phone: _____ Fax: _____ Email: _____

Tax ID/EIN: _____ Duns #: _____ Website: _____

Business Type: Corporation LLC Partnership Sole Proprietorship

Accounts Payable Contact

Upon credit approval, invoices will be emailed to the Applicant's Accounts Payable Department /Contact.

Accounts Payable (AP) Contact: _____ Phone: _____

AP Contact Email: _____

Reference Number for Invoices: _____ **Additional Invoicing Instructions:** _____

Bills of Lading? Yes No Method of Payment? ACH EFT EDI

Additional Billing Requirements? _____

Bank Name: _____ Account#: _____ Phone: _____

Credit Policy and Service Terms

The applicant authorizes Elleven Logistics to obtain any information during inquiries deemed appropriate to determine the applicant's credit worthiness. Upon completion of the Credit Application process, Elleven Logistics determines if credit is extended to the applicant.

(Authorized Signature – Date)

(Printed Name)

(Title)



Credit Application

Agreement: Terms & Conditions

AUTHORIZATION FOR CREDIT REVIEW – Applicant hereby authorizes Elleven Logistics LLC, (EL) to obtain any information pertaining to Applicant that EL deems appropriate from any sources or references given by Applicant to EL and from any national credit bureaus, creditors of Applicant, banks or other financial institutions and any other available source; and Applicant authorizes each such source to provide information to EL in connection with this Credit Application & Agreement (“Agreement”).

NO OBLIGATION TO EXTEND CREDIT – Applicant understands that EL has no obligation to extend credit to Applicant and that EL, in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever.

PAYMENT TERMS – If credit is extended, Applicant agrees to pay in full the invoice price for all services provided by EL promptly within fifteen (15) days of the invoice date or in accordance with the terms provided on the invoice, if any, and to not offset alleged claim amounts against freight charges. Applicant agrees that if an invoice is not timely paid on or before its due date, that interest will accrue on the amount owing at the rate of one and a half percent (1.5%) per month on all past due amounts. Applicant agrees and acknowledges that the payment of freight charges may not be delayed due to alleged loss of or damage to a shipment or delay in delivery of the same. Applicant agrees to notify EL, in writing, of any error or dispute in any invoice within thirty (30) days from the invoice date. If the Applicant fails to give EL notice of an error or dispute of charges encompassed in an invoice, then the invoice shall be deemed to be correct and Applicant deemed to have agreed to pay without dispute. EL does not provide original paperwork (bills of lading, delivery receipts, etc.) with its invoices; however, scanned copies may be provided upon request.

COLLECTION COSTS AND ATTORNEY FEE – Applicant agrees to pay in full all costs and expenses incurred by EL in collecting the amounts owed by Applicant under this Agreement, including any and all costs and reasonable attorneys’ fees.



Credit Application Agreement: Terms & Conditions cont...

GOVERNING LAW/VENUE/JURISDICTION – This Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Colorado without giving effect to any conflict of law provisions. Any litigation between Applicant and EL shall take place in the state and federal courts situated in Eagle County, Colorado. Applicant hereby consents to that venue and waives and agrees not to assert any claim that it is not personally subject to such jurisdiction in Eagle County, Colorado or that any action or other proceeding brought in compliance with this section is brought in an inconvenient forum.

DEFAULT – The occurrence of any of the following events shall constitute a default under this Agreement and any other agreements between Applicant and EL: (a) Applicant fails to perform any obligation, or other undertaking, required by this Agreement or any other agreement between Applicant and EL; (b) Applicant dies; dissolves; ceases operations; abandons its business; becomes insolvent; becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings; or, makes an assignment for the benefit of its creditors; (c) Any information or other representation now or hereafter made or furnished to EL by Applicant or at Applicant's request or instruction is, or is believed in good faith by EL to be, inaccurate, incomplete, or false in any material respect; or (d) Any other event which causes EL, in good faith, to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

NO LIABILITY/LIMITATION OF LIABILITY – Applicant recognizes that EL has authority to act as both a "broker" as defined in 49 U.S.C. § 13102(2) and as a "freight forwarder" as defined in 49 U.S.C. § 13102(8). Unless otherwise specified in writing with respect to a specific load, EL will be deemed to be operating as a "broker" and, thus, shall not be liable to Applicant for any claim for loss or damage to cargo. In the carrier whom EL arranged to transport the subject freight. While EL may assist Applicant in processing loss or damage claims, Applicant will not assert liability against EL. In the event that EL notifies Applicant in writing that it is acting as a "freight forwarder" or if EL is otherwise found to have been acting as a "freight forwarder", then in such case, unless Applicant declares a higher value for cargo in writing to EL (additional liability coverage charges will apply to EL's service rates). Applicant should contact an insurance broker if Applicant desires insurance applicable to cargo that EL arranges to be transported. EL DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND. EL does not guarantee service delivery times and is not liable for "loss of sales," consequential or indirect damages associated to the loss, damage or delay of any shipment. This paragraph does not waive or otherwise impair EL's rights and defenses regarding whether EL is liable for cargo loss or damage.



Credit Application Agreement: Terms & Conditions cont...

WAIVER – EL may, at its option, permit Applicant to remedy any default under this Agreement without waiving any of its rights or remedies related to such default or any subsequent or prior default by Applicant. Applicant waives any right to notice from EL of Applicant's default of this Agreement.

ADDITIONAL SERVICE TERMS AND CONDITIONS – Applicant further agrees to the Terms and Conditions of EL arranging for the transportation of freight. Such Terms and Conditions are available upon request and on EL's website at www.ellevenlogistics.com and prevail over all bills of lading or other agreements or documents. Such Terms and Conditions may be changed by EL from time-to-time and the Terms and Conditions as posted on EL's website as of the day that a load is picked up by a carrier arranged by EL shall apply to such load. Such Terms and Conditions posted on EL's website are hereby incorporated by reference and made part hereof.

AUTHORITY – Any person signing this Agreement warrants and represents that he/she/it has authority to enter this Agreement and that he/she/it has been duly authorized to execute this Agreement as, or on behalf of, Applicant.

ACCURACY OF INFORMATION – Applicant certifies that any and all information now or hereafter supplied to EL by Applicant, or at Applicant's request or instruction, is both accurate and complete and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify EL of any adverse change in such information supplied, and of any change in Applicant's residence, chief place of business or billing address.

MODIFICATION – The terms of this Agreement may be modified or amended by EL at any time upon thirty (30) days notice, effective as to all credit extended after the effective date of the modification.

ADDITIONAL PROVISIONS – The rights and remedies of EL stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. Any account exceeding the credit terms extended will automatically become a CASH ONLY account at EL's election and will require payment in full to reestablish the original terms of this Agreement.



Broker - Customer Agreement

THIS AGREEMENT, "Agreement", made and intended to be effective _____, by and between Elleven Logistics LLC, having offices at Eagle, Colorado, (BROKER), and _____ having offices at _____ (CUSTOMER), collectively, the "PARTIES".

RECITALS

- A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT No. 3389539, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority and a copy of BROKER's Surety Bond or trust fund agreement will be provided on request of CUSTOMER; and
- B. WHEREAS CUSTOMER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of CUSTOMER's freight. NOW THEREFORE, intending to be legally bound, BROKER and CUSTOMER agree as follows:

AGREEMENT

1. TERM:

Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. SERVICE:

BROKER agrees to arrange for transportation of CUSTOMER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of CUSTOMER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix A.



3. VOLUME:

- a. CUSTOMER agrees to tender certain shipments to BROKER, and BROKER agrees to arrange for the transportation of said shipments. CUSTOMER is not restricted from tendering freight directly to motor carriers or other freight brokers. BROKER is not restricted from arranging transportation for other parties.
- b. CUSTOMER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

4. FREIGHT CARRIAGE:

BROKER warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

- a. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- b. Carrier shall agree to maintain, at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage - \$1,000,000

Auto Liability - \$1,000,000/\$5,000,000 for hazardous materials

Cargo Liability - \$100,000

Worker's Compensation – as required by law.

BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

- c. Carrier shall agree that the provisions contained in 49 CFR § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- d. Carrier shall authorize BROKER to invoice CUSTOMER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or BROKER's customer.



- e. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory or Conditional safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. BROKER will require additional investigation if Carrier receives a conditional rating.
- f. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract
- g. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C. § 14101(b) to the extent they conflict with the contract.

5. RECEIPTS AND BILLS OF LADING:

If requested by CUSTOMER, BROKER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by CUSTOMER. CUSTOMER's insertion of BROKER's name on the bill of lading shall be for CUSTOMER convenience only and shall not change BROKER's status as a property broker. CUSTOMER understands that even when, for CUSTOMER's convenience, BROKER is listed on the bill of lading, BROKER is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. PAYMENTS:

BROKER shall invoice CUSTOMER for its services in accordance with the written rate confirmation and any accessorial or other charges effective at the time of the shipment as set forth on BROKER'S website (www.ellevenlogistics.com), and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to CUSTOMER and CUSTOMER's payment to BROKER. CUSTOMER agrees to pay BROKER's invoice within thirty days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify CUSTOMER, Consignee or other responsible party against such liability.



7. CLAIMS:

- a. Freight Claims - CUSTOMER must file claims for cargo loss or damage with BROKER within ten (10) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. CUSTOMER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.b above. BROKER's and carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by CUSTOMER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER 's property unless caused by BROKER's negligent acts or omissions in arranging for transportation of CUSTOMER's freight pursuant to this Agreement. BROKER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER's Carrier be liable to CUSTOMER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless CUSTOMER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.
- b. All Other Claims - The PARTIES shall notify each other within ten (10) days of learning of any claims other than cargo loss or damage claims and shall file any such claims with the other Party within ten (10) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.



8. INSURANCE:

BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- | | |
|---|-------------|
| a. Comprehensive general liability insurance covering bodily injury and property damage | \$1,000,000 |
| b. Contingent Cargo Insurance | \$100,000 |
| c. Errors and Omissions | \$1,000,000 |
| d. Auto Liability | \$1,000,000 |

BROKER shall submit to CUSTOMER a certificate of insurance as evidence of such coverage and will name CUSTOMER as "Certificate Holder" upon request.

9. SURETY BOND:

BROKER shall maintain a surety bond or trust fund agreement in the amount of \$75,000 and furnish CUSTOMER with proof upon request.

10. HAZARDOUS MATERIALS:

CUSTOMER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. CUSTOMER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of CUSTOMER's failure to comply with applicable hazardous materials laws and regulations.

11. DEFAULT:

Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on ten (10) days written notice to the other Party. CUSTOMER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

12. ASSIGNMENT/MODIFICATIONS OF AGREEMENT:

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.



13. SEVERABILITY/SURVIVABILITY:

In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

14. INDEPENDENT CONTRACTOR:

It is understood between BROKER and CUSTOMER that BROKER is not an agent for the Carrier or CUSTOMER and shall remain an independent contractor at all times. CUSTOMER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

15. NONWAIVER:

Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. NOTICES:

Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)

Customer: _____

Elleven Logistics LLC

Company: _____

P.O. Box 6185

Attention: _____

Eagle, CO 81631

Address: _____

Phone: (888) 401 – 0072

Phone: _____

Fax: (970) 632 – 2854

Email: _____



17. FORCE MAJEURE:

Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by (CUSTOMER) fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CUSTOMER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

18. CHOICE OF LAW AND VENUE:

All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any action filed by either party shall be filed only in a state or federal court embracing Eagle County, Colorado, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

19. CONFIDENTIALITY:

BROKER shall not utilize CUSTOMER's name or identity in any advertising or promotional communications without written confirmation of CUSTOMER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

20. BACK SOLICITATION:

CUSTOMER shall not solicit the services of BROKER's motor carriers where the CUSTOMER's use of such carrier first occurred through the BROKER's efforts. If the CUSTOMER breaches this provision of this AGREEMENT, BROKER shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by CUSTOMER to such carrier for a period of fifteen (15) months. CUSTOMER also agrees that the breach of this provision entitles BROKER to be entitled to obtain an injunction against CUSTOMER in a court of competent jurisdiction, at BROKER's option.

21. ENTIRE AGREEMENT:

This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.



AGREEMENT

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

**Elleven Logistics
LLC
BROKER**

Customer: _____

A handwritten signature in black ink that reads "Katherine Hiatt". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Signed: _____

Katherine Hiatt

Printed: _____



Payment Submittal Instructions

Default payment term for all customer is 15 days from delivery date provided by Elleven Logistics LLC. An invoice and ALL signed BOL documentation will be provided.

Payment Submittal Options are as follows:

- ACH**

- EFT**

- Credit Card**

- Check**

Please, contact our Accounting Department for payment submission details at:

- Phone: (970) 658– 1951
- E-mail: Accounting@EllevenLogistics.com
- Mail-In Payments:
 - Elleven Logistics
 - Attn: Accounting Dept
 - P.O. Box 6185
 - Eagle, Colorado 81631