

500 Victoria Dr.

Houston, TX 77022

113 Clark St. Suite 3

Tupelo MS 38801

Phone: 832-731-8586

Fax; 662-350-3429

MC: 38073B

US Dot: 3028333





500 Victoria Dr. Houston, TX 77022 113 Clark St. Suite 3 Tupelo MS 38801

Phone: 832-731-8586 Fax; 662-350-3429 MC: 38073B US Dot: 3028333

Dear Prospective Customer

Attached is our customer setup packet for your reference and review.

Please send your customer credit information to Christina Nix or Armando Moreno at stina@bigstatelog.com or mando@bigstatelog.com

We need your company name, address, and accounts payable contact along with your federal ID number.

Alternatively, if you do not have your own company credit information, you can complete the attached customer profile and send that to us.

Please be advised of the following notices:

- Big State Logistics is a licensed transportation broker under the Department of Transportation Federal Motor Carrier Safety Administration's license number 38073B. We provide a variety of high-quality, third-party logistics services to several National and Regional companies.
- 2. Unless prior approval is obtained in writing through our corporate office, Big State Logistics does not authorize our customers to issue trip advances directly to the carrier or sub-hauler who is providing services on behalf of Big State Logistics.

We look forwarding to doing Business with you

Sincerely,

Big State Logistics Team

Big State Logistics
A Transportation Logistics Company



Remittance Address

Big State Logistics

500 Victoria Dr.

Houston, TX 77022

Telephone Numbers

Office: 832-731-8586

Fax: 662-350-3429

Federal ID: 81-1737065

MC: 38073B

Incorporated

Texas August 2017

Bond / Surety Information

American Alternative Insurance Corp.

Credit References:

Available upon Request

Big State Logistics A Transportation Logistics Company



500 Victoria Dr. Houston, TX 77022 113 Clark St. Suite 3 Tupelo MS 38804

Customer Profile

(Please complete and return to Big State Logistics or you may send your own company credit information)

	Company	Information		
Company Name:				
			7	
Physical Address:				
Billing Address:				
		.5		
Phone:	Fax:		Email:	
Entity is: Sole Proprietorship F	Partnership LLC	Corporation, Sta	ite Incorporate	ed
Federal ID:	D&B Rating			
125	•			
	Cor	ntacts		
Sales:	Phone:		Fax:	
Accounts Payable:	Phone:		Fax:	
	Ov	vners		
Name:	Title:	*	Telephon:	
	arresance of the	References		
Company:	Contact:	Telephone	e:	Fax:

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	Name (as shown on your inc		required on this line; do	not leave this line blank.						1000				
	EAA Logistics DBA Big Business name/disregarded	0 0	rom above											
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only on following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not the LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) 5 Address (number, street, and apt. or suite no.) See instructions. Requester							Exchat	certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting						
Spe	Address (number, street, an		structions.		Requester'	s nam	ne and	add	ress	(opti	onal))		
See	00 Victoria Dr.													
"	Gity, state, and ZIP code			5/8/18	1									
I	louston, TX 77022													
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	To Give the Requester for					T	1 [
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Under	enalties of perjury, I certify	that:	777711	2767								1		
2. I am Servi	umber shown on this form not subject to backup with ce (IRS) that I am subject t nger subject to backup wit	holding because: (a) I to backup withholding	am exempt from bac	kup withholding, or (b) I have not	beer	noti	fied	by	the Ir	nterr			
3. I am	a U.S. citizen or other U.S.	person (defined below	w); and											
4. The l	ATCA code(s) entered on	this form (if any) indica	ating that I am exemp	t from FATCA reportir	ng is correc	t.								
you hav acquisit	ation instructions. You mu e failed to report all interest on or abandonment of secu an interest and dividends, you	and dividends on your ared property, cancellat	tax return. For real est ion of debt, contribution	ate transactions, item 2 ons to an individual retir	does not a rement arrar	pply. igem	For ment (IF	norto	gage	e inte	rest erally	paid , pa	yme	nts
Sign Here	Signature of U.S. person ▶				Date ►			Ī						
Gen	eral Instructio	ns		Form 1099-DIV (di funds)	vidends, in	cludir	ng the	ose	fror	n sto	cks	or m	utua	al
Section references are to the Internal Revenue Code unless otherwise				• Form 1099-MISC	(various typ	es of	inco	me	pri	700	war	de d	or ar	nss

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



U.S. Department of Transportation Federal Motor Carrier Safety Administration 1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE August 09, 2017

LICENSE
MC-38073-B
U.S. DOT No. 3028333
EAA LOGISTICS LLC
D/B/A BIG STATE LOGISTICS
HOUSTON, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief

Alfry t. Swint

Information Technology Operations Division

EAALOGI-01

KMOLLOV

ACORD

CERTIFICATE OF LIABILITY INSURANCE

9/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	DUCE								NAME:						
TASK Insurance, LLC 1821 Walden Office Square						PHONE (A/C, No	o, Ext): (041) 4	140-2320		(A/C, No):	(847) 430	-5307			
Suite 350					E-MAIL ADDRE	ss:									
Schaumburg, IL 60173					INSURER(S) AFFORDING COVERAGE						NAIC#				
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dba Big State Logistics 700 Gemini Avenue						INSURER C: INSURER D:									
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Phone: 832-731-8586 Fax; 662-350-3429 MC: 38073B US Dot: 3028333

BROKER/SHIPPER TRANSPORTATION TERMS AND CONDITIONS

THESE Terms and Conditions ("Terms") provide by Big State Logistics (BSL or "BROKER") govern the shipment that is the subject of the BSL Broker Truckload Spot Rate Estimate/Agreement ("Agreement") delivered to the party controlling the shipment, whether consignor, consignee, or third-party payor ("SHIPPER"), BROKER and SHIPPER expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of this Agreement and agree

- 1. <u>TERM.</u> The term of these Terms shall commence on the effective date identified in the Agreement delivered to SHIPPER with these Terms and shall remain in effect for the life of the shipment (until delivery is completed and the timeframe for filing cargo claims pursuant to Section 7 has expired), provided that all terms that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
- 2. <u>SERVICE.</u> BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to these Terms and in compliance with all applicable federal, state and local laws and regulations, arranging for duly authorized motor carriers (each a "Carrier" and together "Carriers") to transport SHIPPER's freight. BROKER acknowledges and agrees that BROKER is a property broker regulated and authorized by FMCSA, confirms that it has entered these Terms as a property broker, and, as a property broker, acknowledges and agrees that FMCSA's regulations prohibit BROKER from representing its operations under these Terms as being those of a motor carrier.
- 3. MOTOR CARRIAGE. BROKER represents that it shall require the following terms for each underlying Carrier it utilizes in the performance of these Terms:
 - A. Carrier shall comply with all applicable federal and state laws and regulations and shall expressly waive any and all rights and remedies under Subtitle IV, Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of these Terms.
 - B. Motor Carrier shall agree that its liability for cargo loss or damage shall be determined by 49 USC § 14706 (the Carmack Amendment), subject to a maximum liability of \$150,000 per bill of lading per occurrence, Carriers' applicable tariffs or policy terms/exclusions, and to Section 7 of these Terms.
 - C. Carrier shall agree to maintain, at all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms, insurance coverage with limits not less than the following:
 - i. Commercial Automobile Insurance coverage with limits of not less than \$1,000,000 per occurrence.
 - ii. Motor Truck Cargo Insurance in an amount of \$150,000 shipment;
 - iii. Statutory Worker's Compensation
 - D. Carrier shall at all times during the transportation of the shipment that is the subject of the Agreement delivered to SHIPPER with these Terms not have an "Unsatisfactory" safety rating as determined by FMCSA or any state authority with jurisdiction over its operations.
 - E. Carrier shall process all claims for loss, damage, or delay to SHIPPER's freight in accordance with the provisions of 49 C.F.R. Part 370, regardless of whether such regulations would otherwise apply.
- 4. RECEIPTS AND BILLS OF LADING. SHIPPER's insertion of BROKER's name on the bill of lading or other shipping documents shall be for SHIPPER's convenience only and shall not change BROKER's status as a property broker. Neither the terms and conditions of any tariff, rule, bill of lading, goods receipt, stamp,

or other freight documentation published, issued, or otherwise used by BROKER or by any Carrier selected by BROKER nor the alleged conduct of BSL, SHIPPER, or the Carrier selected supplement, alter, or modify these Terms, including those set forth in Appendices A and B attached hereto, or transform or convert BSL'S status from a property broker to a motor carrier in connection with the transportation performed pursuant to the Agreement and these Terms.

- 5. PAYMENTS. BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendices A and B, attached hereto, and any written supplements or revisions mutually agreed to between the parties in writing. SHIPPER agrees to pay BROKER's invoice in full within fifteen (15) days of invoice date without deduction or setoff, including for any unpaid freight claims. Failure of BROKER to receive payment in full within forty-two (42) days of invoice date entitles BROKER to assess and collect from SHIPPER, and obligates SHIPPER to pay BROKER, liquidated damages in an amount equal to thirty-five percent (35%) of the unpaid receivable. Neither SHIPPER nor consignee shall pay Carriers directly for transportation services.
- 6. TRUCKLOAD PLUS (IF APPLICABLE). BROKER may offer SHIPPER a "Truckload Plus" rate, whereby BROKER will make reasonable efforts to prioritize SHIPPER's load ahead of others to meet a goal delivery date requested by SHIPPER. Such services offer no guarantee that delivery will be performed by SHIPPER's goal delivery date. If despite such prioritization, BROKER fails to meet SHIPPER's goal delivery date, SHIPPER's sole and exclusive remedy for BROKER's failure to meet the Truckload Plus goal delivery date will be a reduction in the transportation rate charged SHIPPER, reverting to the standard rate for such service.
- 7. FREIGHT CLAIMS AND LIABILITY. It is understood and agreed by SHIPPER that BROKER is not a motor carrier when operating under these Terms and shall not be held liable for loss, damage, or delay in connection with the transportation of SHIPPER's property. SHIPPER must file claims for cargo loss, damage, or delay with the responsible Carrier within nine (9) months of the delivery date or, in the event of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. Such claims must also meet the requirements of 49 C.F.R. Part 370 regardless of whether such regulations would otherwise apply. SHIPPER must file any civil action against the responsible Carrier in a court of law within two (2) years and one (1) day from the date the Carrier provides written notice to SHIPPER that Carrier has disallowed any part of the claim. In no event shall Carriers engaged by BROKER be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage, or delay to a shipment.

Carriers' maximum liability for loss, damage, or delay is limited to a maximum of \$150,000 per shipment unless SHIPPER notifies BROKER in writing of a higher requested maximum liability prior to shipment, BROKER obtains Carrier's agreement to the higher maximum liability, BROKER advises SHIPPER as to the cost of the higher maximum liability, and SHIPPER agrees to and actually pays the additional cost.

- 8. <u>HAZARDOUS MATERIALS. SHIPPER</u> shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent any shipments constitute hazardous materials. SHIPPER shall inform BROKER prior to tendering the shipment if any such shipment constitutes hazardous materials. SHIPPER shall defend, indemnify, and hold BROKER and Carrier harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.
- 9. <u>INDEMNIFICATION.</u> BROKER and SHIPPER will indemnify, defend, and hold harmless the other party, its officers and employees from and against any and all liability, loss, damages, claims (excluding cargo claims, which shall be governed by Section 7 of these Terms), liens, costs and expenses, including attorney's fees (together "claims") when such claims are caused by the negligent acts or omissions of the indemnifying party, its officers, or employees. Nothing in these Terms shall be construed to contemplate, nor shall either party be liable to the other for consequential, incidental, special, punitive, exemplary, economic or similar damages of any kind or nature, however caused and on any theory of liability, even if the party has been advised of the possibility of such damages.
- 10. <u>INDEPENDENT CONTRACTOR.</u> It is understood between BROKER and SHIPPER that BROKER is not an agent for Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or over the Carriers it uses, and BROKER is not expected to and will not exercise any control or supervision over the Carriers it uses.

- 11. FORCE MAJEURE. Neither party shall be liable to the other for failure to perform any of its obligations under these Terms during any time in which such performance is prevented by 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 SHIPPER or BROKER, provided that the party so prevented uses its best efforts to perform under these Terms and provided further that such party provides reasonable notice to the other party of such inability to perform.
- 12. GOVERNING LAW AND VENUE. These Terms shall be governed by and construed in accordance with federal laws regarding transportation and otherwise by the laws of the state of Texas without reference to the principles of conflicts of law of that state or any other jurisdiction. BROKER and SHIPPER hereby consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Texas, or the courts of the United States located in Harris County Sate of Texas.
- 13. ENTIRE AGREEMENT. These Terms, including all Appendices and Addenda, and the BSL Broker Truckload Spot Rate Estimate/Agreement, constitute 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. The parties further intend that these Terms constitute the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform these Terms in any judicial or arbitration proceeding involving these Terms.

{Appendix A on following page}

X		
Customer Rep	r v v vilu	date
Stina Nx	12/20/22	
Big State Rep		date

APPENDIX A

BSL BROKER SPOT RATES AND CHARGES

Big State Logistics, LLC. ("BSL" or "BROKER") offers spot-rate broker services subject to these

Terms. BROKER will email (or fax) spot-rate quotes to SHIPPER requesting spot-rate broker arrangements with motor carriers. Quoted rates will be flat rates for individual shipments, for a series of shipments, or for specified traffic lanes. The quoted flat rates exclude accessorial charges. Accessorial charges are set forth on Appendix B to these Terms and, to the extent applicable, will be assessed to SHIPPER and become due and payable to BROKER in addition to the quoted flat-rate charge.

The quoted flat rate is good for a specified period of time as noted on the BSL quote sheet emailed to SHIPPER and is subject to these Terms. To accept the quoted flat rate (plus all applicable accessorial charges), SHIPPER must sign, date, and return the email spot-rate quote sheet to BROKER. An electronic signature or other agreed-upon electronic means of affirmation, including a reply email to an BSL employee, is sufficient to signify acceptance.

The accepted quoted rate is valid and binding on the parties upon BROKER's receipt of the SHIPPER's signed quote sheet, subject to BROKER securing the services of a motor carrier, with suitable equipment available in the origin area at the SHIPPER-designated pickup date and time, willing to transport the shipment at a negotiated rate with BROKER.

When BROKER notifies SHIPPER of the motor carrier designated to transport its shipment, SHIPPER also will be advised of the scheduled pickup date and time. Thereafter, SHIPPER may cancel the arranged transportation services without penalty anytime up to 24 hours prior to the scheduled pickup date and time. Thereafter, a cancellation penalty of \$150.00 will apply and be assessed.

{Appendix B on following page}

X			
Custo	omer Rep		date
X	Stina Nx	12/20/22	
Big Sta	ate Rep		date

APPENDIX B

BSL BROKER TRUCKLOAD ACCESSORIAL CHARGES

Standard Detention \$25 for each hour beyond 4-hour free time. (Not to exceed \$300.00)

Rail Detention \$90 for each hour beyond 2-hour free time (Not to exceed \$300.00)

Team Detention \$120 for each hour beyond 4-hour free time. (Not to exceed \$300.00)

Tradeshow Detention \$100 for each hour beyond 2-hour free time. (Not to exceed \$300.00)

Border Crossing Detention \$100 for each hour beyond 4-hour free time (Not to exceed \$300.00)

Driver Assist \$150 Minimum.

Lumper Service Full reimbursement with Lumper Receipt

In Transit destination Minimum current rate per mile being applied + stop off charges to apply.

Adjustments

Stop Charges \$75 – 1st stop, \$50 – 2nd stop and all subsequent stops.

Driver Layover \$300 per night, including Delivery Appointment \$15 weekends. Teams are Flatbed Tarps if Req \$200 Minimum

\$600.00 per night.

Haz Mat \$300 Minimum Dunnage Disposal \$250 Minimum

Weight Tickets \$100 plus cost of ticket P.O.D. Upon Delivery \$50 Minimum

Alcohol Permits \$200 plus cost

In Bond Charge \$500 Minimum Alcohol Permits \$200 plus cost
Of permits

Government Facility \$300 Minimum Fuel Surcharge Included in spot Market rates

(all in).
Available upon
Request for

Extended Pricing

Liftgate Pick/Delivery

Must be arranged prior to pick up and is based on transload and pick/delivery availability of

BSL Service Center. Rates set by BSL Service Center +\$100 admin fee.

{END OF BROKER/SHIPPER TRANSPORTATION TERMS AND CONDITIONS}

Χ			
Cust	omer Rep		date
X	Stina Nx	12/20/22	
Big S	State Rep		date