



Navajo Express, Inc.
1400 W. 64th Ave.
Denver, CO 80221
logistics@navajo.com
303-487-5059 (fax)

To: New Carrier

Please complete the following Carrier Profile and Transportation Brokers Contract and return to logistics@navajo.com. Please either provide your own carrier profile sheet or fill out the attached blank carrier profile.

Please include the following documents:

Certificate of Insurance

MC Authority

W-9

FMCSA Safety action plan for sub-intervention threshold scores

Be sure to provide your current remit to address and/or Notice of Assignment from your factoring company.

Please contact your insurance agent to provide us with a certificate of insurance with Navajo Express, Inc., listed as the certificate holder at the address above.

Thank you,

Navajo Logistics Department

Logan Camin
Director of Logistics
L.Camin@navajo.com
303.286.0757

Initials _____



PAYMENT REQUIREMENTS

EMAIL INVOICES TO: carrierinvoices@navajo.com

To ensure timely payment please email clear, legible copies of the following documents to carrierinvoices@navajo.com within five (5) days from the date of delivery.

- *Navajo Express Carrier Invoice
- *Copy of Rate Confirmation
- *Receipts/Scale Tickets, Lumper Receipts
- *Proof of Delivery (Signed Bill of Lading)

It is critical that you provide all documentation in a timely manner. Failure to comply with this policy will result in a \$50.00 fine on the 6th day after delivery and delays in payment. Repeat incidents of non-compliance will result in disqualification as a service provider for Navajo Express, Inc. Should you utilize a FACCO, please notify them of this policy.

Fuel Advance and Quick Payment Policy:

Fuel advance and quick payment options are not available on a carrier's first haul for Navajo Express.

Fuel Advance offers 40% of the linehaul at a 5% fee.

Quick Pay is available once the invoice and signed BOL's with no OSD issues noted are received. Fees are as follows:

Payment same day of delivery is 5% fee

OR

Payment within five (5) days of delivery is 3% fee

Thank you,

Navajo Logistics Department

Initials _____



Navajo Express, Inc.
Billing/Physical Address
1400 W 64th Ave
Denver, CO 80221-2430

Incorporated Colorado June 26, 1981

FED ID #84-0854842

Donald R. Digby, President

Purchase orders required - no resale number
Statements required for payment

References

Wells Fargo Bank
1740 Broadway
Denver, CO 80274
Karen Kenney
303-863-5339

Pilot Corporation
PO Box 50271
St. Louis, MO 63150
Ph: 865-474-2908

Comdata Network
5301 Mellon Way
Brentwood, TN 37027
Fax: 615-370-7232, Credit Desk

Bridgestone Americas
535 Marriot Drive
Nashville, TN 37214
Fax: 615-493-2686, Credit Dept.

MHC Kenworth Denver
7007 Sandown Road
Denver, CO 80216
Ph: 720-941-0833

Initials _____



Navajo Express Surety Bond

Insurance Carrier: Fidelity & Deposit Co. of Maryland
Attn: Maria Adamski
Address: 1400 American Lane T1-18
Schaumburg, IL 60196 US
Telephone: 800-553-7348
Fax: 410-559-8790
Policy/Surety Number: LPM7584513
Coverage: \$75,000
Effective Date: 10/01/2013

Initials _____



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 09, 2006

1. LICENSE

MC-572628-B

NAVAJO EXPRESS, INC
DENVER, CO

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.

Angeli Sebastian, Chief
Information Systems Division

BPO

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
OR										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross 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?* on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Carrier Profile Sheet

Carrier Name: _____ Carrier D/B/A: _____

Physical Address: _____

Mailing Address: _____

Email: _____

Dispatch Ctc: _____ Phone: _____

Billing Contact: _____ Phone: _____

Afterhours Ctc: _____ Phone: _____

_____ Fax: _____

_____ MC: _____

Tax ID: _____

Carrier Trailer Types

Reefers:	_____	How Many:	_____	Size:	_____
Van:	_____	How Many:	_____	Size:	_____
Flat:	_____	How Many:	_____	Size:	_____

Insurance Information

	Expiration Date	Ins Company	Agent
Cargo	100,000 _____		
Liability	1,000,000 _____		
Workers Comp	500,000 _____		
Agents Phone #:	_____		
Agents Fax #:	_____		

Areas of Service

USA	AK	CO	GA	KS	ME	MT	NJ	OK	SD	VT	AL	CT	IA
	KY	MI	NC	NM	OR	TN	WA	AR	DC	ID	LA	MN	ND
	NV	PA	TX	WI	AZ	DE	IL	MA	MO	NE	NY	RI	UT
	WV	CA	FL	IN	MD	MS	NH	OH	SC	VA	WY		
Canada	AB	BC	MB	NB	NF	NS	ON	PE	PQ	SK			
Mexico	_____												



TRANSPORTATION BROKERAGE CONTRACT

This agreement is made and entered into on _____, 20____, by and between Navajo Express, Inc. _____ and _____ ("BROKER") ("CARRIER")

I.

Recitals

- A. BROKER is a licensed transportation broker that procures the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");
- B. BROKER has distinct transportation needs and desires to engage the services of CARRIER within the limits of its various operating authorities for transportation of Customer's freight pursuant to the terms and provisions of this Agreement.
- C. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II.

Agreement

- 1. **TERM** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
- 2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
- 3. **PERFORMANCE OF SERVICES** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.
- 4. **RECEIPTS AND BILLS OF LADING** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
- 5. **CARRIER'S OPERATIONS** 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, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall

Initials _____



assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation) and any other financial obligations arising out of the transportation performed hereunder.

6. **INDEMNITY CARRIER** shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER.
7. **INSURANCE** Carrier shall procure and maintain, at its sole cost and expense, the following insurance coverages:
 - (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insured's with respect to any and all liabilities for personal injury (including death) and property damage arising out of the ownership maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.
 - (b) Workers Compensation: Statutory limits in compliance with the laws of all states in which carriers employs personnel to provide transportation services to this pursuant agreement. Coverage shall also be \$1,000,000 employer liability limit.
 - (c) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insured's and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foresee ably preclude coverage relating to cargo claims.
 - (d) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide Broker with copies of the applicable insurance policies.
8. **FREIGHT LOSS, DAMAGE** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.
9. **WAIVER OF CARRIER'S LIEN** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

Initials _____



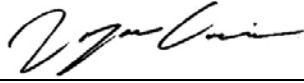
10. **PAYMENTS** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided here in, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.
11. **CONFIDENTIALITY AND NON-SOLICITATION** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.
12. **SUB-CONTRACT PROHIBITION** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.
13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.
14. **SEVERABILITY** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
15. **WAIVER** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. & 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.
16. **DISPUTE RESOLUTION** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Colorado and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in Adams County in the State of Colorado.

Initials _____



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

“BROKER”

Signature: 
Printed Name: Logan Camin
Title: Director of Logistics
Company: Navajo Express, Inc.
Address: 1400 W 64th Ave
Denver, CO 80221
Phone No.: 303 – 287 – 3800
Fax No.: 303 – 487 – 5025

“CARRIER”

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Address: _____

Phone No: _____
Fax No.: _____
FID No.: _____



BROKER – CARRIER Agreement

Security Seal Procedure for Food Related Material

Addendum A

Objective

This procedure (“the Procedure”) addresses the requirements for the application and removal of uniquely identified devices, such as, but not limited to seals (all such devices being referred to herein as “seals”) from trailers or containers for shipments tendered to Carrier by Broker. Various statutes, rules and regulations, including, but not limited to, the Food & Drug Administration’s (FDA) Final Rule pertaining to Sanitary Transportation of Human and Animal Food issued April 6, 2016 (“STF Rule”) (21 CFR Section 1.900 *et seq*), the Food Safety Modernization Act of 2011 (“FSMA”) and the Sanitary Food Transportation Act of 2005 (“SFTA”) have dictated that actions be taken to protect and reduce risk of contamination of all human and animal food products while the products are in transit.

The suggested language below is a sample of a Procedure which can be used to achieve that objective.

Note: the reference to “driver” in this document denotes Carrier’s drivers unless noted otherwise.

General Requirements

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seal(s) upon arrival to the destination site unless required by in-transit inspections (DOT or other regulatory agencies, including but not limited to law enforcement) or special requirements known to Broker. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

A. Product Loading

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
2. All product whether doublestacked, palletized or slipsheeted shall be appropriately blocked and braced to eliminate potential damage.
3. Once loaded, the trailer or container doors (including side doors) shall be sealed with the Shipper’s uniquely identified device (“seal”) and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name, etc. by the person (shipper) applying the seals.
4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load. Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.

B. Product Transport

1. If the seal is broken in the event of an in-transit regulatory inspection (DOT, Ag Dept., law enforcement, etc.) or the driver believes the load has shifted and needs to be inspected and secured, the Carrier’s driver must have additional seals with him and must reseal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal (if possible without compromising safety) so that potential removal of the seal can be coordinated with the shipper or other party in interest. After affixing the seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.
2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.

Initials _____



C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver's transport documents. Only the receiving location's designated individual may remove the seals once verified to match the driver's transport documents, and neither Carrier, nor its driver or others, shall remove a seal, except for in the immediate presence of and at the instruction of a receiver.
2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.

Initials _____



BROKER – CARRIER Agreement

Temperature Procedure for Food Related Material

Addendum B

Objective

This procedure (“the Procedure”) addresses the requirements for the transportation of shipments tendered to Carrier by Broker when maintaining the temperature of the product is required and conveyed through written communication including but not limited to the Rate Confirmation provided by Broker or a Bill of Lading provided by the shipper. This is to ensure that all Food Related Material is shipped under FDA’s Food Safety Modernization Act (FSMA) scope.

The suggested language below is a sample of a Procedure which can be used to achieve that objective.

Note: the reference to “driver” in this document denotes Carriers drivers unless noted otherwise.

General Requirements

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

A. Product Loading

1. All trailers or containers shall be inspected before loading ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
3. Trailer or container doors should only be opened when shipper is ready to load trailer or container.
4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper’s uniquely identified device (“seal”) and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).

B. Product Transport

1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the Reefer unit as often as possible but no less than three (3) times a day.
2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, if the temperature of the Reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must do everything in its power to correct the problem immediately and notify Broker of the situation.

C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

Initials _____



ELD Compliance

Addendum C

All current and potential preferred carriers with Navajo Express must adhere to the following guidelines according to the FMCSA rules regarding ELD logs. For any carrier not compliant for each phase will automatically be placed on a “no load status” until the preferred carrier is compliant. Currently phase 2 is in order of compliance. Navajo Express is not responsible for any fees or penalties occurred by the preferred carrier for not adhering to FMCSA regulations.

Phase 2: Phased-In Compliance Phase: The two-year period from the Compliance Date to the Full Compliance Phase (four years following ELD rule publication) December 18, 2017 to December 16, 2019.

Carriers and drivers subject to the rule can use:

- AOBDRS that were installed prior to December 18, 2017
- Self-Certified and registered ELDs with FMCSA

Phase 3: Full Compliance Phase: After December 16, 2019 all drivers and carriers subject to the rule must use self-certified ELDs that are registered with FMCSA.”

California Air Resources Board Regulations (CARB)

Addendum D

If Carrier is requested to pick up, deliver or transport shipments using equipment within the State of California, Carrier warrants and agrees that it shall comply with all applicable CARB requirements. Carrier further agrees to hold harmless and indemnify Broker, Brokers, Shipper against liability, claims, fines or civil penalties arising from its failure to comply with the foregoing.

Initials _____