

TRANSPORTATION BROKERAGE AGREEMENT

This Transportation Brokerage Agreement ("Agreement") is made as of _____, 20____ by and between Sunset Pacific Logistics, Inc., a Federally Licensed Freight Brokerage, with its principal place of business located at Sunset Pacific Logistics, Inc. , 13875 Norton Avenue, Chino, California 91708, (hereinafter referred to as "Sunset Pacific"), and

_____ with its principal place of business located at _____ (hereinafter referred to as "CARRIER").

RECITALS

A. Sunset Pacific is a Freight Broker of general commodities duly licensed and authorized by, without limitation, the Federal Motor Carrier Safety Administration pursuant to Docket No. MC-514833, to engage in operations in Interstate or Foreign commerce, as a Broker, arranging for transportation of freight/cargo for its customers between and among points in the United States by Motor Vehicle with For-Hire Motor Carriers.

B. CARRIER is a Motor Carrier and/or Common Carrier of Property duly licensed and authorized by the FMCSA pursuant to DOT Docket No. _____ and/or MC # _____, and other applicable State and/or Federal Governmental Agencies to engage in operations and provide service in Interstate and Foreign Commerce in the transportation, without limitation, of freight/cargo of a type for which Sunset Pacific is authorized to act as a Broker as set forth above under continuing Contract(s) with Sunset Pacific.

C. The Parties do hereby enter into this Agreement pursuant to 49 USC §14101(b) for the purposes of providing and receiving specified services under specified rates and conditions, and under which the Parties intend to and hereby agree to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, (Motor Carrier Act) and Title 49 of the United States Code, and/or of California statutes and regulations applicable to carriers, common carriers and/or freight forwarders under, without limitation, the California Civil Code, Public Utilities Code, Uniform Commercial Code, and the Vehicle Code, and regulations issued thereunder (including the exclusive remedies therein for breach of contract) to the extent allowed by law and to the extent that any provisions therein are inconsistent with any of the provisions of this Agreement.

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D. Unless otherwise apparent from the context in which the term is used, the term "Party" shall refer to either Sunset Pacific or CARRIER.

E. The term "Parties" as used herein shall refer to both Sunset Pacific and CARRIER.

F. Unless otherwise apparent from the context in which the term is used, the terms "Property," "Cargo", "Freight," "Goods" and "Commodities" are used interchangeably in this Agreement.

G. "Transportation Services" shall have the meaning used in 49 USC §13102(23) as it pertains to the movement of Property, and includes the pickup, transfer, and delivery, of property, and services related to the movement of such property as per 49 USC §13102(23)(B).

NOW THEREFORE, based upon the foregoing RECITALS, which are incorporated herein as if fully set forth below, and in consideration of the mutual covenants & agreements contained herein, the Parties mutually agree as follows:

TRANSPORTATION SERVICES

1. CARRIER agrees to provide Sunset Pacific with Transportation Services at such time and place as may from time to time be required by Sunset Pacific and/or Sunset Pacific's customers, and without any guarantee of a minimum amount of business.

TERM OF AGREEMENT

2. This Agreement shall take effect as of the date first above written and shall remain in effect one year and thereafter until terminated by either Party giving not less than thirty (30) days written notice to the other Party; provided this Agreement may be terminated for cause by Sunset Pacific upon five (5) days written notice to CARRIER. This Agreement does not terminate after one year; unless a party gives notice as described to terminate.

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BILLS OF LADING AND DELIVERY RECEIPTS

3. CARRIER shall provide a Uniform Standard Bill of Lading for Property It receives for Transportation Services under this Agreement and shall be liable to the person entitled to recover under the Bill of Lading for loss of or damage to such Property. Carrier shall submit an original copy of the Receipt to Sunset Pacific evidencing delivery of the shipment, unless otherwise instructed by Sunset Pacific, in which case Carrier shall retain custody of the Receipt and provide it to Sunset Pacific upon request. The liability imposed by this paragraph is for the actual loss or injury to the Property. Failure to issue a Bill of Lading does not affect the liability of CARRIER, and CARRIER'S liability shall be the same as a Common Carrier's liability under 49 USC §14706 (Adopting Carmack). The Freight/Cargo transported by CARRIER will not move under limitations of liability or any release rates.

4. CARRIER shall not issue and/or execute a Bill of Lading containing terms and/or conditions imposing Liability upon Sunset Pacific. Any terms on any Bill of Lading which conflict with this contract are Null and Void and superseded by this contract.

5. Freight/Cargo shall be picked up at point of origin and delivered to point of destinations as specified by Sunset Pacific and/or Sunset Pacific's customer(s), and delivery shall be made by CARRIER as specified in the Bill of lading or other shipping documents which shall be picked up with the Freight/Cargo, and shall be completed upon delivery at point of destination to reflect the fact of delivery. CARRIER shall provide and submit to Sunset Pacific a completed Bill of Lading, Delivery Receipt, Freight Bill and other transportation documents within fifteen (15) days of the delivery of each shipment evidencing good delivery of the Freight/Cargo. Note- Most loads tendered have multiple destinations.

6. In the event that CARRIER'S personnel are not allowed or afforded an opportunity to view and/or examine the Goods in order to ascertain the condition of those Goods prior to loading on CARRIERS equipment, CARRIER'S personnel shall immediately notify Sunset Pacific and await instructions prior to transporting the shipment, and shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the Goods shipped.

CARRIER'S RESPONSIBILITY FOR THE CARGO

7. CARRIER's responsibility for loss of or damage to any Cargo/Freight shall commence at the time the cargo/freight is loaded upon CARRIER's equipment at

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point of origin and shall continue until said Cargo/Freight is delivered to the designated consignee at destination, or to any intermediate stop off point, and shall include the period of and for performing those Transportation Services Included in 49 USC §13102(23)(B).

8. CARRIER agrees to transport the Commodities to the specified destinations with reasonable dispatch (defined as the length of time that it would customarily and ordinarily take to transport a like shipment), unless a specified delivery date(s) and/or time(s) is communicated to CARRIER prior to pick up of any individual Shipment and/or if the Bill of Lading delineates a specified date(s) and/or time(s), in which event the delivery shall be at such specified date and/or time. CARRIER hereby assumes all liability for non-delivery within or at the specified date(s) and/or time(s) communicated to CARRIER prior to pick up and/or delineated on a Bill of Lading at the time of pick up. CARRIER hereby assumes all liability for Cargo loss and damage while such commodities are in CARRIER'S custody and control. No released value conditions, whether stated in CARRIER'S rates or otherwise, shall apply against Sunset Pacific or its customers.

9. In the event branded or labeled Goods are damaged, Sunset Pacific's customers may determine, within their sole discretion, and subject to a reasonableness standard, whether the Goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Sunset Pacific's customers' claims against CARRIER. Sunset Pacific's customers shall have the right to remove all identifying marks or labels when CARRIER pays Sunset Pacific or Sunset Pacific's customers for the full value of the damaged Goods and requests possession of the Goods for salvage. Alternatively, in the discretion of Sunset Pacific or its customers, the Goods shall be permanently marked as "damaged" or a similar notation, without debiting or otherwise charging Sunset Pacific's customers on account of such notations.

10. CARRIER shall process all claims for loss and damage to Cargo in a timely fashion, which shall include but not be limited to the following actions: (i) within fifteen (15) days after receipt of a claim, CARRIER shall acknowledge in writing to Sunset Pacific and the claimant that the claim has been received and tender said claim to their Cargo Liability Insurance Carrier; and (ii) within ninety (90) days after receipt of a claim, CARRIER shall provide written notification to the claimant and to Sunset Pacific that a claim will be paid and/or that a claim is denied in whole or in part with a specification of the reasons for any such denial.

INSURANCE

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11. CARRIER agrees to procure and maintain Cargo Insurance, with an insurance company with at least a "A-" AM Best rating, with the following minimum coverage limits to insure Sunset Pacific and its customers and to compensate the persons/entities who are legally entitled to any recovery for Cargo loss and/or damage.

40'-53' Containers, Trailers & Vans \$100,000.00

Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance which Certificate shall require that the Insurance Carrier give Sunset Pacific thirty (30) days written notice prior to the cancellation of such policy.

12. CARRIER agrees to procure and maintain General Liability insurance, with an insurance company with at least a "A-" AM Best rating, for Bodily Injury with limits of Liability of not less than One Million Dollars (\$1,000,000.00) for each person, and One Million Dollars (\$1,000,000.00) aggregate, and Property Damage with limits of no less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each occurrence/aggregate. Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause shall its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance for such coverage and to require Its Insurance Carrier to give Sunset Pacific thirty (30) days written notice prior to any cancellation of said policy.

RATES

13. CARRIER's compensation for any specific shipment or shipment may be orally agreed to between the Parties, and however the compensation shall (must) be subsequently confirmed by Sunset Pacific to CARRIER in a writing ("the Confirmation Sheet"), which can be sent by facsimile, e-mail, text message, or by other electronic means. The Confirmation Sheet shall state the Contract Rate, identify the pickup date, origin, destinations, rate and any other instructions or requirements regarding the shipment of the Cargo. Note – most loads tendered by Sunset Pacific are multiple stop loads.

14. CARRIER agrees that any interstate or intrastate tariffs, released value clauses or rates, or other liability limitations which now or in the future may exist in CARRIER'S schedules or tariffs shall not apply to transportation provided by CARRIER to Sunset Pacific and/or Sunset Pacific's customers during the term of this Agreement unless they are expressly stated in this Agreement or in the

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Confirmation Sheet. By way of this Agreement, CARRIER'S tariffs are specifically excluded from and will not be incorporated into this Agreement.

15. All Confirmation Sheets shall be incorporated as Addendums to this Agreement and the Parties agree to retain all such Addendums for the period required by applicable law. Copies of Confirmation Sheets will remain on file with Sunset Pacific.

16. Fixed Rates, if any, between the parties hereto are set forth on an Addendum "A" attached hereto. The Parties agree that the Fixed Rates may be amended and/or modified based upon then current market conditions. The Confirmation Sheets as hereinabove set forth shall be deemed to amend and/or modify said Fixed Rates for the shipment(s) to which such Confirmation Sheets pertain.

17. Any claim for overpayment or underpayment of transportation charges in connection with Cargo shipments transported under this Agreement, shall be presented by the Party asserting the claim to the other Party within thirty {30} days of discovery of the claim by that Party, but in no event will any such claim be asserted more than ninety 90 days after the delivery of the cargo/shipment(s) giving rise to any such claim.

CARRIER'S SERVICE WARRANTIES

18. All Freight/Cargo transported by CARRIER pursuant to this Agreement shall only be transported by CARRIER on, in, or with equipment owned by CARRIER or leased to CARRIER under a lease having durations of more than thirty (30) days operating under CARRIER's operating authorities. CARRIER will not authorize and/or permit its Tractor(s) and Trailer(s) to be unattended at any time from and after the time the Freight/Cargo is loaded upon CARRIER's equipment at point of origin until said Freight/Cargo is delivered to the designated consignee at destinations or to any intermediate stop off point.

19. CARRIER shall not, in any matter, sub-contract, broker, or tender to any third party for transportation any Freight tendered to CARRIER by Sunset Pacific and/or Sunset Pacific's customers for transportation pursuant to this Agreement.

20. CARRIER shall use such forms and keep such records of shipments as Sunset Pacific shall reasonably prescribe.

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21. CARRIER's rates and tariffs as a Motor Common Carrier shall not, except as may be specifically provided in this Agreement, be applicable to any transportation which it shall perform for and on behalf of Sunset Pacific's customers.

22. CARRIER will, at all times, have an USDOT Safety Rating that is satisfactory, and at no time will It allow its safety rating to become unsatisfactory. CARRIER shall Immediately notify Sunset Pacific in the event its Safety Rating becomes unsatisfactory. Sunset Pacific shall have the right to immediately terminate this Agreement if CARRIER'S Safety Rating becomes unsatisfactory without any additional notice or right to cure otherwise set forth in this Agreement.

23. CARRIER represents and warrants that the driver(s) utilized in providing CARRIER's services under this Agreement will be competent and properly licensed, and fully informed of their responsibilities for the protection and care of the involved commodities.) Neither Sunset Pacific, nor Sunset Pacific's customers, will be responsible for paying any driver's salary, wages, compensation or charges, or for Workers' Compensation coverage, or any taxes based on salary, wages, or compensation; any and all such payments shall be the responsibility of CARRIER. CARRIER will provide and maintain the necessary equipment to perform its Transportation Services under this Agreement and will provide and pay for all fuel and expenses necessary to operate the equipment; neither Sunset Pacific nor Sunset Pacific's customer will be responsible for any of those expenses except to the extent that it is set forth in the Compensation/Settlement Sheet. CARRIER represents that the services it furnishes under this Agreement will be performed without violating local, state or federal laws or regulations, and that CARRIER has complied with and will comply with all laws and regulations of local, state, and federal authorities and regulatory bodies having jurisdiction over the operation of the vehicles used in the performance of the Transportation Services. CARRIER further warrants that all motor vehicle equipment provided by CARRIER for the transportation of food grade products will comply with the requirements of the Sanitary Food Transportation Act and the Food Safety Modernization Act, and that none of the equipment provided for the transportation of food, food grade products or cosmetics has been or will be used for the transportation of any type of waste of any kind, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food, food products or cosmetics.

24. At the time each shipment is received by CARRIER from Sunset Pacific and/or Sunset Pacific's customer(s), CARRIER will request and obtain instructions concerning all handling, securing, and protection of product requirements of each shipment, including specifications noted on the bill of lading or otherwise. CARRIER is responsible for ensuring that all Freight is properly blocked and braced for transportation unless tendered to CARRIER in a pre-loaded, sealed trailer and CARRIER is instructed not to break the seal(s) on the trailer, which fact and

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instruction must be noted on Bill of Lading. CARRIER is responsible to determine that the Goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the Goods shipped, before loading and, in the event that they are not CARRIER will contact Sunset Pacific for further instructions prior to loading and/or shipping the Goods.

RELATIONSHIP OF SUNSET PACIFIC TO CARRIER

25. It is understood and agreed that it is the intention of the Parties that the relationship of CARRIER to Sunset Pacific shall be that of an Independent Contractor and that the sole purpose of this Agreement is to establish the terms upon which CARRIER will execute this Agreement, and that CARRIER is not the agent, employee, subcontractor or representative of Sunset Pacific for any purpose.

26. CARRIER agrees that Sunset Pacific shall have no responsibility whatsoever to CARRIER, its drivers, drivers' helpers, agents, subcontractors, employees and/or other workers for payment of any salaries, wages, fines, or subsistence or for any resulting expenses of any nature incurred from the use of the persons and equipment used to perform the Transportation Services.

LAWFUL CHARGES -CREDIT -C.O.D.

27. Neither CARRIER nor any person or entity employed or utilized by CARRIER in the performance CARRIER's duties under this Agreement shall have any authority to accept less than the full freight charges due to Sunset Pacific from the consignees, nor to accept less than prescribed C.O.D. charges due to the shipper.

28. In the event a shipment is paid "C.O.D.", the following terms shall govern: Any shipment to be paid for by check shall be by cashier's check. Unless Sunset Pacific shall expressly authorize CARRIER in writing to the contrary, CARRIER shall not extend credit to the consignees for freight charges or C.O.D. charges, or accept personal or company checks from the consignee in payment of same, and if CARRIER does any of the acts delineated herein, said acts shall be at the sole risk of CARRIER.

29. All monies received by CARRIER or any person utilized by CARRIER in the performance of CARRIER's services under this Agreement, for C.O.D. transportation

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charges are the property of Sunset Pacific, and C.O.D. charges for cargo/product are the property of Sunset Pacific and/or Sunset Pacific's customers as may be designated by Sunset Pacific. CARRIER and other persons utilized by CARRIER in the performance of CARRIER's services under this Agreement shall hold such monies in trust for Sunset Pacific and/or Sunset Pacific's customers and shall remit the same as instructed by Sunset Pacific immediately upon receipt thereof.

30. Neither Carrier nor any other person utilized by CARRIER in the performance of CARRIER's services under, has or shall have any authority to execute or endorse any negotiable instrument for or on behalf of Sunset Pacific and/or Sunset Pacific's customers.

NONSOLICITATION OF SUNSET PACIFIC'S CUSTOMERS

31. During the effective dates of this Agreement, and for a period of one (1) year from and after CARRIER's last day of transporting any Cargo for Sunset Pacific, CARRIER will not, without the prior written consent of Sunset Pacific, call on, solicit or take away any of Sunset Pacific's customers as to any shipping of a type and in the states for which Sunset Pacific provides shipping for the respective customers Should CARRIER directly do business with any of Sunset Pacific's' customers during the effective dates of this Agreement and/or within one (1) year after the termination of this Agreement in violation of the foregoing provisions of this Paragraph, CARRIER will pay to Sunset Pacific a commission/rate of twenty percent (20%) of all gross freight charges received by CARRIER as to any and all such shipments of Freight/Cargo which are in violation of this paragraph.

CONFIDENTIALITY

32. CARRIER shall not, without the prior written consent of Sunset Pacific, use for CARRIER's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, or corporation or other business organization, entity or enterprise, or disclose (except in, and to the extent necessary for, the performance of its duties under this Agreement) in any manner to any person, firm, partnership, association, or corporation or other business organization, entity or enterprise, any trade secrets, information, data, know-how or knowledge (including, but not limited to, that relating to costs, freight rates, freight discounts, pricing and marketing methods) belonging to or relating to the affairs of Sunset Pacific, except to the extent otherwise required by law. Upon termination of this Agreement, CARRIER will return to Sunset Pacific any written proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control,

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and CARRIER will delete or destroy any other proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control, including, without limitation, any Sunset Pacific customer lists whether or not identified as proprietary or confidential.

GENERAL INDEMNITY

33. CARRIER covenants and agrees to fully defend, protect, indemnify and hold harmless Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and Sunset Pacific's customers, from and against each and every claim, demand or cause of action and from any and all damage, loss, liability fees, costs, and expense (including, but not limited to, attorneys' fees and expenses incurred in defense of Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents and/or Sunset Pacific's customers) which may be made or asserted by CARRIER, CARRIER's drivers, drivers' helpers, agents, subcontractors, employees, or other workers and/or third parties (including, but not limited to, Sunset Pacific's agents, servants, employees and/or customers) and/or which may be incurred by Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and/or Sunset Pacific's customers, resulting from:

- a. Injury to death of persons, loss or destruction of or damage or delay to Freight or other property, including the conversion thereof, caused by, or resulting in any manner from, any acts or omissions, intentional, reckless, negligent or otherwise, of CARRIER or any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees or other workers, in performing or failing to perform or otherwise arising out of or in connection with any of the services or duties of CARRIER to be performed under this Agreement.

- b. The making or issuance of any false or fraudulent bills of lading, freight bills, manifest or the giving or receiving of any false or fraudulent receipts for any Freight or Freight charges by CARRIER or by any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers.

- c. Theft or embezzlement on the part of CARRIER and/or CARRIERs drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, including, without limitation, non-payment to Sunset Pacific or Sunset Pacific's customer(s) of any payment(s) given to CARRIER and/or CARRIER"s drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, which are supposed to be paid to Sunset Pacific and/or Sunset Pacific's customer(s) and/or the unauthorized failure to obtain full payment in compliance with this Agreement of monies which are supposed to

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be paid to Sunset Pacific or Sunset Pacific's customer(s) upon delivery of the Goods.

RESPONSIBILITY FOR PAYMENT OF RATES

34. Sunset Pacific shall be solely liable for and responsible to CARRIER for its freight charges arising out of this Agreement. Within thirty (30) days after Sunset Pacific's receipt of a clear delivery receipt, Sunset Pacific agrees to pay to CARRIER the contract rate and charges. Sunset Pacific's customers shall have no obligation to pay CARRIER for shipping done pursuant to this Agreement; rather, any payment to be made by Sunset Pacific's customers with regard to the payment of transportation charges shall be made to Sunset Pacific.

35. CARRIER appoints and designates Sunset Pacific as its agent for the purpose of billing and collection of freight charges from Sunset Pacific's customers for which Sunset Pacific arranges the transport by CARRIER of Freight/Cargo.

36. CARRIER shall not communicate in any manner, directly or indirectly, with Sunset Pacific's customers, consignors, consignees or any party other than Sunset Pacific concerning the collection of any charges relating to transportation services accruing in connection with or as a consequence of this Agreement except to request payment at the time of delivery for the Goods/shipment.

37. CARRIER waives any right it may otherwise have to proceed or commence any action against Sunset Pacific's customers for the collection of any freight bills arising out of transportation services performed by CARRIER under this Agreement.

38. Sunset Pacific shall have a lien on the Freight if and to the extent provided by law and/or by agreement with Sunset Pacific's customers for shipping such Freight. CARRIER shall have no lien, and hereby expressly waives its right to any lien, on any Cargo, Freight or other property of Sunset Pacific and/or Sunset Pacific's customers.

39. Compensation paid to CARRIER under this Agreement may be withheld in whole or in part by Sunset Pacific or any of its subsidiaries or related companies to satisfy claims or shortages arising out of this or other Agreements, or to satisfy advances made to, or on behalf of, CARRIER, or to satisfy any debt owed by CARRIER to Sunset Pacific or any of its subsidiaries or related companies. This offset *may* occur, at Sunset Pacific's discretion, only if the claim or debt has been

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acknowledged in writing by CARRIER within thirty (30) days of presentation or the claim has not either been paid or denied for a valid cause of reason within ninety (90) days of presentation.

ASSIGNMENT

40. This Agreement and the rights, duties or obligations of a Party thereunder may not be sold, assigned, or transferred without the prior written consent of the other Party, except as required by law. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors, and successors-in-interest, of the Parties.

ENTIRE AGREEMENT

41. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. Neither Party has relied upon any representations made by or on behalf of the Party in entering into this Agreement. This Agreement merges and supersedes all previous oral and written discussions, negotiations, representations, understandings, and agreements, between the Parties with respect to the subject matter thereof and supersedes and replaces any and every other such oral or written understanding, representation, and agreement, heretofore had between the Parties as to such subject matter. Any modification or amendment of any provision of an Agreement must be in writing and bear the signature of the duly authorized representative of each Party.

WAIVER

42. No covenant, term or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing and is signed by the party alleged to have made the waiver. Waiver of a covenant, term or condition on one occasion shall not constitute a waiver of such covenant, term or condition on any other occasion or a waiver of any other covenant, term or condition.

NOTICES

43. Except as otherwise provided in this Agreement, all notices required by this Agreement, including, without limitation, notice of termination of the Agreement,

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shall be in writing and delivered by personal delivery, by next business day delivery by Federal Express, UPS, or OHL, or by overnight United States mail with certified or registered delivery, to the party to whom it is directed, with delivery costs thereof fully paid. All delivery or mailing charges shall be paid in full by the sender. Notices shall be deemed to be received on the date of personal delivery; on the next business day following deposit with FedEx, UPS, OHL, or the United States Postal Service. Such notices shall be addressed and sent to the following addresses, which the respective recipients may change by giving written notice of that change to the other party:

If Sent to Sunset Pacific:

If Sent to CARRIER:

By Personal Delivery, U.S. Mail, or FedEx, UPS; or DHL:

Sunset Pacific Logistics

Name_____

13875 Norton Ave.

Address_____

Chino, CA 91710

City, State,

Zip_____

Attn. Cassandra Bielma

Attn:_____

Either Party may change its e-mailer other address or fax number for receipt of notices by giving notice thereof to the other Party in the manner set forth above.

ATTORNEYS' FEES AND COSTS

44. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it/he may be entitled. This provision shall be construed as applicable to the entire contract.

TERMINATION/CURE

45. This Agreement may be immediately terminated upon written notice given to a breaching Party by a non-breaching Party (a) upon material breach by the breaching Party, if the breach by its nature cannot be cured; or (b) if the breaching Party fails to cure any other material breach under the Agreement within five (5) days of written notice of such breach.

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SURVIVAL

46. Upon termination of this Agreement as herein provided, neither party shall be under any further obligation to the other, except for those obligations specified in this Agreement to arise upon, or remain in effect beyond, the termination date or as otherwise necessary to fulfill the intent of the Parties based upon a fair reading of the Agreement, including, without limitation, the respective payment, liability, and indemnity provisions thereof.

NO PARTNERSHIP

47. Nothing in this Agreement is intended to, nor does it create any partnership, joint venture or agency between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.

ARBITRATION

48. The parties to this Agreement agree to arbitrate any and all disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arise from this relationship. The parties understand and agree that they are waiving their right to bring such claims to court, including the right to a jury trial. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, county of San Bernardino. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Transportation Law and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief

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that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the business relationship or cessation thereof shall be limited to that awarded by the arbitrator.

MISCELLANEOUS

49. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator pursuant to the Arbitration clause of this contract, to be invalid or unenforceable, the remaining provisions will nonetheless continue in full force and effect without being impaired or invalidated in any way. If any provision in this Agreement would otherwise be unenforceable due to its duration, geographic area and/or scope, then the maximum period, scope and/or geographic area legally permissible under such circumstances will be deemed to have been agreed upon by the parties and will be substituted in place of the period, scope or area stated herein.

50. Jurisdiction and Venue. Notwithstanding the parties agreement to arbitrate disputes pursuant to paragraph 48, The parties agree that the exclusive jurisdiction and venue for any action arising under any Agreement will be located in Riverside County, California.

51. Time of the Essence. Except as otherwise set forth in this Agreement, including any right to cure provisions and notice requirements thereto, time shall be of the essence for the Parties' performance of their respective obligations under this Agreement.

52. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

53. Construction. This Agreement shall be construed as a whole and in accordance with its fair meaning, and in accordance with the substantive laws of the State of California without regard to California's conflict of laws.

54. No Construction Against Drafter. Each Party acknowledges that it has had full opportunity to consult with an attorney regarding the terms of this Agreement, and to review and participate in the drafting of the final form of the Agreement.

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Accordingly, this Agreement and each provision herein shall be construed without regard to any presumption or other rule of construction whereby any ambiguities would be construed or interpreted against the party causing the document to be drafted.

Initials_____

Initials_____

55. When required by the context of this Agreement, masculine shall include the feminine, masculine or feminine shall include the neuter, singular shall indicate the plural, and vice versa.

56. Headings. The headings and captions used in this Agreement are for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

57. This Agreement shall only become effective upon execution by all parties and delivery thereof to the other parties.

58. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original executed Agreement. but all such counterparts shall constitute one and the same Agreement. Facsimile or scanned and delivered copies shall be deemed to be originals.

59. Authority. Each party has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated thereby. Each person signing on behalf of an entity represents that he or she is authorized to bind the party on whose behalf the signature is proffered.

IN WITNESS WHEREOF, each Party hereto has caused his, her, or its name to be subscribed and executed below as of the day and year first above written. If executed on behalf of an entity, the person signing on behalf of such entity acknowledges and represents that he or she is authorized to execute this Agreement on behalf of such entity and to thereby cause the entity to enter into this Agreement

Dated_____

Signed

Initials Carrier Representative:_____

Printed
For Sunset Pacific

(Title)

Dated _____

Signed

Printed
For
CARRIER _____
(Title)

Phone: _____

Email: _____

Fax: _____

****We encourage carriers to email their invoice and PODs to logistics@sunsetpacific.com**

Cargo Insurance Addendum

Effective February 16, 2009 all carriers who are tendered loads from Sunset Pacific Transportation must have \$250,000 in cargo insurance. In recent months, the value of the freight from our customers has increased, and it has become necessary that carriers have \$250,000 in cargo insurance in case of theft or catastrophic accident.

If any of our carriers do not have the required cargo insurance, our insurance carrier has agreed to sell carriers a gap cargo insurance coverage to cover the difference between our requirement of \$250,000 coverage and the carrier's current coverage (minimum \$100,000). This coverage works out to be more than \$25.00 per load. The carrier's insurance would still be responsible for the stated cargo insurance on the carrier's insurance certificate (minimum \$100,000) and our gap coverage would be responsible for any cargo claim in excess of the carrier's cargo insurance.

If any of our carriers have less than \$250,000 in cargo insurance coverage, the carrier will be charged \$25.00 per load to pay for the gap cargo insurance coverage for the load.

Please sign your acknowledgement below and fax back to 909-464-1680 with your signed contract.

Initials Carrier Representative: _____

Thank you,

X _____

Date: _____

Name _____

Carrier: _____



CARB Compliance

STATEMENT OF COMPLIANCE

By signing below, I am verifying that I am aware of the Truck and Bus regulation (Title 13, California Code of Regulations, Section 2025) and my company is in compliance with engine model year schedule.

X _____

Initials Carrier Representative: _____

Signature

Printed Name

Title (President, CEO, Vice President, Etc.)

Company Name

Date



Quick – Pay Fee Schedule

ACH/Direct Deposit!!!! (no fee for ACH/Direct Deposit)

Fuel Advance 6%

*Same Day Quick Pay (Check Only) Pick up/Mail
5% (No Funds Hold) Invoice must be received by 10 am, no exceptions

Initials Carrier Representative: _____

***Next Day** Quick Pay and Direct Deposit
2.95% (No Funds Hold)

*3-Day Quick Pay and Direct Deposit
2.50% (No Funds Hold)

*7-Day Quick Pay and Direct Deposit
1.95% (No Funds Hold)

* 30 Day Direct Deposit No
Charge

-All fees are deducted from the invoice before the QP fee is applied.

*-PLEASE INDICATE YOUR PREFERENCE ON **EACH AND EVERY** INVOICE, OTHERWISE IT MAY DELAY PROCESSING.*

-Also indicate if you want your payment mailed, or if you would like to pick up the check, or direct deposit.

**With Invoice and ALL Proofs of Delivery (POD's) – Must be legible, NO EXCEPTIONS*

Please allow 3 days for initial direct deposit set-up.

**For more information you can contact your Logistics Supervisor or
Accounts Payable (909) 696-3063 M-F 8:00am to 5:00pm
or by email logistics@sunsetpacific.com**

Initials Carrier Representative: _____



Vendor ACH/Direct Deposit

Setup Form

(U.S. Banks only)

VENDOR INFORMATION

Date:			
Vendor Name:			
Street Address: City, State, Zip			
Federal Tax ID or Social Security No.:			
Send remittance advice to email address:			
Type of Account:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/>

VENDOR BANK INFORMATION

Vendor Name as listed on Account:				
Bank Name:				
Bank Address: City, State, Zip				
Bank Account #				
ACH Routing # (9 digit)	ABA No.			
Payment Terms desired				
Must choose one:	Pre-established Term No Fee	<input type="checkbox"/>	3 Day Quick Pay - 2.5% Fee	<input type="checkbox"/>
	Next Day Quick Pay - 2% Fee	<input type="checkbox"/>	7 Day Quick Pay - 1.95% Fee	<input type="checkbox"/>

I certify that I am an authorized representative of the above stated vendor and am authorized to allow the deposit of electronic funds into the business account of such vendor:

Vendor Signature:		Date:	
Name (Printed):		Phone:	
Title:			
Email Address:			

Initials Carrier Representative: _____

Please email this completed form **AND** a voided check to:
logistics@sunsetpacific.com or fax to (909) 993-0649. If a voided check is not
received, the request will not be processed.

Initials Carrier Representative: _____