

Thank you for hauling for RLS Logistics. In this packet you will find information that we need so we can begin working together. Here at RLS we realize that you have a lot of options regarding whom you work for. Because of that, we value the relationships we build with our carriers and realize the importance they have within our company. It is one of the reasons why so many carriers have trusted us for over 25 years. When you have a chance, I invite you to visit our website at www.rlslogistics.com to learn more.

Benefits of hauling for RLS Logistics:

- Top 100 3PL & Cold Storage Provider as reported by Food Logistics magazine
- Top 100 Freight Broker as reported by Transport Topics magazine
- \$100,000 Surety Bond
- 100% unloading reimbursement
- Family owned and operated for over 50 years
- RLS is also an asset-based company with our own fleet and cold storage warehouses
- Pay advance up to 40% at time of pick up
- 3 methods of payment (Direct Deposit or Check):
 - Normal Pay Paid 30 days from receipt of the BOL and other pertinent paperwork (no service charge)
 - Quick Pay Paid the same week we receive the BOL and other pertinent paperwork (3% service charge)
 - Instant Pay Paid the same day we receive the BOL and other pertinent paperwork (5% service charge)
- We ship both TL and TL with Stop-Off loads
- Dedicated lanes 52 weeks per year

Other Useful Information:

- MC#: 188896
- FF#: 10425
- SCAC: RLSB

Trade Associations we belong to:

- Global Cold Chain Alliance (GCCA)
- Transportation Intermediaries Association (TIA)

All the best,

Russell Leo

Russell Leo CEO/President, Transportation Group rleo@rlslogistics.com / 856.694.2500 Ext 1002



<u>RLS Logistics Carrier Check List</u>

Carrier Contact Name: _____

Carrier Name:

RLS Logistics Minimum Insurance and Authority Requirements:

- Minimum Auto Liability of \$1,000,000
- Minimum General Liability of \$1,000,000
- Minimum Cargo Liability of \$100,000
- Satisfactory or Unrated Operating Authority

Carrier Check List - Please verify all info is complete & read prior to sending back to us

Forms/Agreements that need to be filled out:

- 1. ____ Carrier Information Form
- 2. ____ RLS Logistics Carrier Agreement
- 3. ____ Certificate of Election
- 4. _____ Blanket Load Pay Agreement
- 5. _____ ACH Credit Authorization Agreement (if applicable) + Voided check
- 6. _____ Insurance Certificate Request
- 7. _____ Broker/Shipper References

Policies that need to be read:

- 8. _____ Unloading Policy
- 9. ____ Comchek Policy
- 10. _____ Carrier/Driver Responsibility Confirmation-Product Protection Policy
- 11. ____ Drop Trailer Policy
- 12. _____ RLS Logistics Facility Policies
- 13. _____ Invoicing to RLS Logistics Policy

Copies that need to be INCLUDED:

_____ Carrier's FMCSA Authority

_____ Current Certificate of Insurance listing RLS Logistics as Certificate Holder



1. CARRIER INFORMATION FORM

Legal Name: _							
DBA Name:							
Physical Addre	ss:						
Payable Addres	ss (if different):						
Phone#:			Website:				
Fax#:			Email:				
After Hours Contact:			After Hours Phone#:				
USDOT#:	N	1C#:	# of Tractors: # of Drivers:				
# of Reefer Tra	ailers:	# of I	Dry Trailers: # of Flatbed Trailers:				
Originating St	ates (please Cir	cle all that ap	oply. Use "All", None" or Select Individual States if you prefer)				
By Region	All Points	None	Individual States				
Northeast:	All Points	None	CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT				
Southeast:	All Points	None	AL, FL, GA, NC, SC				
Midwest:	All Points	None	IA, IL, IN, MI, MN, OH, WI, WV				
Central:	All Points	None	AR, KS, KY, LA, MO, MS, NE, OK, TN, TX				
West:	All Points	None	AZ, CA, CO, NM, NV, UT				
North West:	All Points	None	ID, MT, ND, OR, WA, WY				
Preferred Ending States (please Circle all that apply. Use "All", None" or Select Individual States if you prefer)							
By Region	All Points	None	Individual States				
Northeast:	All Points	None	CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT				
Southeast:	All Points	None	AL, FL, GA, NC, SC				
Midwest:	All Points	None	IA, IL, IN, MI, MN, OH, WI, WV				
Central:	All Points	None	AR, KS, KY, LA, MO, MS, NE, OK, TN, TX				
West:	All Points	None	AZ, CA, CO, NM, NV, UT				
North West:	All Points	None	ID, MT, ND, OR, WA, WY				



2. <u>RLS LOGISTICS CARRIER AGREEMENT</u>

This Carrier Agreement ("Agreement") is dated _____, ____ 20____, and is between RLS Distribution, Inc. d/b/a

RLS Logistics ("RLS") and _____, ("Carrier").

RLS is both a transportation broker authorized by MC# 188896 to arrange for transportation of general commodities by motor carriers as defined in 49 U.S.C. § 13102(2) and a freight forwarder authorized by FF# 010425 to provide transportation services as defined in 49 U.S.C. § 13102(8).

Carrier is a motor carrier authorized by MC#: _______ to provide transportation of general commodities.

RLS and Carrier enter into this Agreement in accordance with 49 U.S.C. §14101(b) (1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §13101 through §14914 that are contrary to the specific provisions of this Agreement and agree as follows:

Carrier acknowledges that they have read and agree to Policies as outlined from #8 to #13 in this packet.

Carrier further agrees to terms and conditions as outlined on RLS's website: www.rlslogistics.com (the "Terms and Conditions"), which are incorporated, by reference, as if fully set forth in this Agreement. Carrier acknowledges actual notice of the Terms and Conditions. Particular attention is drawn to the portions of the Terms and Conditions concerning rates, limitation of liability, and indemnification. A copy of the Terms and Conditions can also be obtained from RLS, upon written request, or by visiting the website: www.rlslogistics.com. To access the terms and conditions on the website, click on the "Carriers" section and then "Carrier Terms & Conditions." The Terms and Conditions are subject to change from time-to-time, which changes will be effective immediately upon posting of the revised Terms and Conditions to RLS's website for all shipments occurring after the effective date of such changes.

CARRIER:

RLS DISTRIBUTION, INC.:

Russell Leo 1/01/2021 Signature (Date) Signature (Date) Printed Name: Printed Name: Russell Leo Title: ______ Title: CEO/President, Transportation Group



3. **<u>CERTIFICATE OF ELECTION</u>**

CERTIFICATION:

This is to certify that the firm named below has elected to not cover its owners, partners, or officers under the workers compensation laws of the state of _______. The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a worker's compensation policy is not purchased.

AGREEMENT:

The firm named below promises in consideration for work received from client that if the owners, partners, or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers compensation coverage will be furnished prior to the commencement of any work.

CARRIER:

Carrier Name		
MC Number	DOT Number	
Print Name		
Signature		
Title	Date	



4. BLANKET LOAD PAY AGREEMENT

For payment approval, the following is required:

- 1. An invoice from your company referencing our Manifest number. (One invoice for each manifest)
- 2. A copy of RLS Load Agreement Rate.
- 3. All Original Proof of Deliveries signed by consignee.
- 4. All Receipts for Unloading.
- 5. Receipts for any miscellaneous charges.
- 6. Reference all cash advances taken on load.

Failure to provide all the above information may delay the processing of your payment.

Please choose a payment type (Please select <u>one)</u>:

[] "Regular-Pay" - Payment will be made on Friday- 30 days after receipt of required documents.

[] "Quick-Pay" - Payment will be made on Friday for all loads turned in by noon on Wednesday with all required documents. Service fee of **3%** applied to entire payment (mileage, stop pay, FSC, unloading, detention, etc.).

[] "Instant-Pay" - Payment will be made the same day by ACH for loads turned in by noon with all required documents. Service fee of 5% applied to entire payment (mileage, stop pay, FSC, unloading, detention, etc.).

Company Name: _____

Print Name:

Signature: _____

Title: _____

Date:

Method of payment delivery, (please select <u>one</u>).

[] US Mail

[] ACH (Direct deposit) - A valid email address is required. Please complete ACH Agreement. Please note that payment will be deposited in your account the next business day. This is not a "guaranty"- on rare occasions it may take 2 business days.

This agreement will remain in force and cover all loads until RLS Logistics is properly notified in writing of any permanent change to: <u>accounting@rlslogistics.com</u> or faxed to (856)-694-3992.



5. ACH CREDIT AUTHORIZATION AGREEEMENT

		EFFECTIVE WITH NEXT PAYMENT DUE//		
Please type or print legibly				
Payee Name:	Taxpayer/Social Security Number:			
Mailing Address:				
Email Address for EFT Confirmation:				
Primary Contact:	Phone number:	Ext:		
Title:	Fax number:			
Secondary Contact:	Phone number:	Ext:		
Title:	Phone number:	Ext:		
days) to act upon such notice.	1	not less than ten (10) business		
 RLS Distribution will not be liable to Paye indirect, or punitive damages arising out of contract or (b) either party knew or should 	e and Payee will not be liable to RLS Distribution of this Agreement, whether (a) any claim for such have known the likelihood of damages in any C	on for any special consequential, a damages is based on tort of fircumstances.		
 RLS Distribution will not be liable to Paye indirect, or punitive damages arising out of contract or (b) either party knew or should Authorization Signature:	e and Payee will not be liable to RLS Distribution f this Agreement, whether (a) any claim for such have known the likelihood of damages in any C	on for any special consequential, a damages is based on tort of Fircumstances.		
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A Higher Standard of Temperature-Controlled Logistics



6. **INSURANCE CERTIFICATE REQUEST**

Carrier – Please fax this request to your insurance provider.

Insurance provider, please add RLS Logistics as a Certificate Holder. Please also have them receive an updated Certificate (COI) upon renewal.

Insurance Provider:		
Company Name:		-
Contact Name:		
Fax:	Email:	
Carrier Info:		
Name:		
Address:		
Policy #:		



7. BROKER/SHIPPER REFERENCES

1. Name:		
Address:		_
Contact Name:		_
Phone Number:	Email:	_
2. Name:		
		_
Contact Name:		_
Phone Number:	Email:	_
3. Name:		
Address:		
Contact Name:		
Phone Number:	Email:	



8. UNLOADING POLICY

All unloading will be paid by RLS only if the following information is complete.

1. DRIVER /CARRIER GENERATED RECEIPTS WILL NOT BE ACCEPTED.

Deep Food deliveries are the only exception; we will pay \$10 per pallet for retail customer only.

2. ANY information missing will result in no reimbursement:

Required Information for unloading receipts:

Original receipts with no alterations Printed Name, address & phone # of unloading service or Name and Tax Id # Name of shipper and PO# Driver or Carrier name printed on receipt

9. COMCHEK POLICY

Advances:

RLS will provide carrier with an advance after proof of pickup has been verified. The advance can be up to 40% of the agreed settlement but not exceeding \$2,999.00. RLS strongly encourages this advance be used for lumper services at each individual delivery.

Loading/Unloading:

RLS will issue comcheks to cover the cost of lumper services if the amount of the advance provided is not enough to cover the costs.

As per RLS unloading policy and load payment agreement, found in the carrier set up packet, proper documentation is required for reimbursement. Driver/carrier generated receipts will not be accepted and any comchek issues will be deducted from carrier's settlement.

Comchek Fees:

Comchek fees: \$7.85 for every \$1,000.00 Ex: If check issued totals \$1,200.00 than the charges would be \$15.70 (\$7.85 x 2) 10.00 + (\$7.85) fee for each additional comchek issued Additional Comcheks for the same shipment \$10.00 each Ex: 3 Comcheks/same load = \$43.55

10. CARRIER/DRIVER RESPONSIBILITY CONFIRMATION-PRODUCT PROTECTION POLICY

Transportation/Delivery of finished food shall be under conditions that will protect food against physical, chemical, and microbial contamination as well as against deterioration of the food and container.

The driver will monitor transport vehicle to ensure it is being maintained in a safe, clean and sanitary manner. The vehicle shall be clean, free of infestation, capable of maintaining proper temperature.

Loads shall not be left unattended on public streets, highways, avenues, or alleys unless they are involved in permitted loading or unloading operations, of the driver is stopping for a meal or required overnight stay and the vehicle is sealed and parked in a safe and well-lighted area.

The driver must be familiar with and comply with the standards contained in the *FMCSR. A driver cannot allow a vehicle to be operated unless it meets the minimum standards set forth in the *FMCSR. *FMCSR. *FMCSR Federal Motor Carrier Safety Regulations

The following instructions do not void or replace all other applicable federal and state laws and regulations, safety and security instructions. In the same way, these instructions do not affect national regulations in force, which remain applicable on their respective areas.

Measures to be taken in case of incident (i.e. failure of refrigeration systems) or accident: In cases where the incident or accident implies an immediate danger to the product that requires rerouting to an outside assistance (cold storage facility, alternate carrier), the following shall be informed:

The RLS Logistics Coordinator responsible for the arrangement of the load OR

The Vice-President of Operations, Transportation Group.

The nearest police station, when applicable (accident).

All trucks delivering must have a pad lock or seal securing the rear trailer/truck door. Adherence to this requirement will be verified by the Customer's Receiving Dept prior to backing into the dock. If a pad lock or seal is not present, the truck cannot be offloaded, and the goods cannot be received. This will be the Carriers' responsibility to ensure that the delivery can be made. A seal will be required for all Full Truck Loads; these seals will be supplied by RLS and will be affixed to the trucks by an RLS Team Member. All LTL Carriers are to supply their own pad locks; trucks are always to be locked except for when deliveries are being made. No driver is permitted to remove the pad lock or seal upon arrival without acknowledgment from the Customer's Receiving Team.

During loading pick-up or delivery, all freight must be counted and verified. Nothing case counts, pallet exchanges, and discrepancies such as overages, shortages, damages (OS&D's), and temperature variances. It is a requirement of each driver to provide the information required.

Pulp thermometers are provided for each driver for the verification of temperature variances. During any delivery process, any overages, shortages, or damages must be verified and called in to Dispatch and report to OS&D for disposition. Temperature issues are to be called in the same manner following the direction of OS&D for remedy.



11. DROP TRAILER POLICY

This letter will reiterate our policy that we allow unattended trailers at our facility only at customer's or carrier's risk of loss. We shall not have any legal responsibility for providing security or other services for any unattended trailer at our facility, and we shall not have any legal liability for any loss or damage or theft of such trailers.

This letter will also remind you that we require the prompt removal of all trailers after we have unloaded inbound products and loaded outbound products. Once unloaded / loaded, the trailers are on our premises at the Equipment Owner's risk of loss. We show not have any legal responsibility for providing security or other services for any such trailers, and we shall have no legal liability for any loss or damage to such trailers.

It is agreed that:

- 1) All Drop Trailers must be in good mechanical condition, without leaks, holes or contamination and be safe and secure, and meet the requirements of all statues for maintenance, condition, operation and safety.
- 2) All Drop Trailers may only be parked in designated or specific areas. The Equipment Owner acknowledges that it will be necessary for RLS to move Drop Trailers to and from shipping docks and warrants the Drop Trailers supplied by it or its carries are fit, suitable and safe for this purpose, and acknowledges it and its carrier's agreement to such trailer movements by RLS.
- 3) All refrigerated Drop Trailers must be delivered to the RLS facility with enough fuel for the time it will be at the facility.
- 4) RLS will be under no responsibility to fuel or repair any Drop Trailers. The Equipment Owner shall remove or assure that all empty / loaded Drop Trailers are removed from the RLS facility within twenty-four (24) hours of notice from RLS that any Drop Trailer is available for pick-up.
- 5) Equipment Owner acknowledges that as partial consideration for RLS allowing it to Drop Trailers at the RLS facility, it agrees to do so at its own risk. Equipment Owner further agrees (i) the RLS shall have no liability or responsibility for any loss or damage to any Drop Trailer or equipment thereon, including, without limitation, refrigeration equipment, including unexplained damage, unless caused solely by the proven negligence of RL, and (ii) to indemnify, defend and hold RLS, and its subsidiaries and affiliates harmless from any claim, action, loss, judgment, fine, cost and/or expense, including reasonable attorneys' fees and court costs, arising from or relating to any Drop Trailers or Equipment Owner's or its carrier's presence at a RLS facility or in going to or from a RLS facility, unless caused solely by the proven negligence of RLS.

This Agreement shall be considered to have been executed and performed in the State of new Jersey, and in all cases, New Jersey law shall apply, regardless of any conflict of law principles, and all claims and actions relating to or arising out of this Agreement shall be brought only in the New Jersey Superior Court for Cumberland County, or the United States District Court for the District of New Jersey located in Camden, NJ. The parties submit to this jurisdiction and venue, waive all objections thereto, including that of inconvenient forum, and further waive their rights to a jury trial fully allowed under applicable law



12. <u>RLS LOGISTICS FACILITY POLICIES</u>

RED LINE POLICY – The red line (Emergency Air Line) must be disconnected from your trailer during the loading/unloading process at RLS facilities. Once instructed to open the trailer doors the driver must disconnect the "red line" from the trailer ensuring the safety of our associates. The red line may be reattached once instructed that the loading/unloading is complete, and the driver is told to pull out of the door and close the trailer doors.

RLS Logistics is a shipper load – driver count facility. Drivers are responsible for all counts and pallets loaded onto the trailer. Driver must enter the warehouse wearing a safety vest (RLS can supply at facility if needed) to verify the load and, once there, they are asked to open the trailer doors. Signing below indicates that you were informed of your rights as the Carrier to verify the load.

13. INVOICING TO RLS LOGISTICS POLICY

Please submit your <u>company invoice</u> along with:

- Confirmation rate sheet
- Valid unloading receipts
- Driver must obtain a Trailer Control Sheet for all **Walmart** deliveries. EACH B.O.L. must be stamped as delivered.
- Driver must obtain an exit pass for all **C&S** delivery locations for each PO# as listed on the RLS load confirmation sheet.
- Signed/stamped proof of deliveries for EACH PO#
- Driver must advise RLS of any overages, shortages, or damages (OS&D's) at time of occurrence

Submit as one pdf file attachment to <u>accounting@rlslogistics.com</u> or fax to 856-694-3992.

Please review that your direct deposit form was completed & returned with a copy of your voided check. This will expedite your payment direct into your bank account. Please contact us directly at <u>accounting@rlslogistics.com</u> with all invoicing & payment inquiries.