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Updated on 02/20/2026

MKM TRANSPORTATION SERVICES INC.
CARRIER PACKET REQUEST

MKM Transportation Services Inc.
263 Park Ave
East Hartford, CT 06108 USA
Tel: 860-646-1444

MC-667580
USDOT 2243675

EIN: 06-1250697





CARRIER PROFILE

Company Information:

COMPANY:	MAIN PHONE:
MC NUMBER:	DOT NUMBER:
EMAIL:	TAX ID / EIN:
ADDRESS:	

Contact / Dispatch Information:

NAME:	TITLE:
EMAIL:	PHONE:

References:

COMPANY:	PHONE:
COMPANY:	PHONE:
COMPANY:	PHONE:

Insurance Information:

INS. AGENCY:	CONTACT:
EMAIL:	PHONE:

Signature / Endorsement: _____

Date of endorsement:

Name of signatory:

*Please do not forget to attach / include a copy of your certificate of insurance (COI), W9 and an MC Letter of Authority.
A blank copy of a W9 form has been included in this packet if required.*

*Submission of the information in this carrier packet, in any form, confirms you have read through the pages
in MKM Transportation Services Inc's carrier packet and are in full agreement with all
carrier obligations and included terms and conditions.*



This AGREEMENT is entered into on effect on the date wehre the original e-mail is received by carrier doing business with MKM Transportatation Services Inc.

Agreement Affidavit (if applicable) between the carrier named on the Agreement Affidavit (*hereinafter referred to as "CARRIER"), a for-hire motor carrier (i) registered with and operating under for-hire motor carrier authority Certificate or Permit No. MC specified on the accompanying pages and / or documents evidenced by requested information and in which the CARRIER confirms to have validated by the FMCSA or its predecessors, and/or (ii) registered with and operating under for-hire motor carrier registration or authority.

MKM Transportatation Services Inc (hereinafter referred to as "BROKER"), a property transportation broker registered with and operating under property transportation broker license Docket No. MC667580 and DOT No. 2243675 issued by the U.S. Federal Motor Carrier Safety Administration (the "FMCSA") or its predecessor agencies within or outside the U.S. Department of Transportation ("U.S.DOT").

BROKER AND CARRIER shall be referred to collectively as the "Parties" and individually as a "Party".

Pay Terms and Conditions

BROKER will pay CARRIER via mailed check to registered address under standard net 30 day payment terms. Proof of delivery required on all shipments handeled by CARRIER.

BROKER does not have 'Quick Pay' options and reserves the right to refuse any and all Quick Pay Program options to any CARRIER. Payment can be handled via CARRIER factoring company or paid out directly to CARRIER to registered address.

Broker Carrier Agreement

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement.
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.

BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.

E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER.

CARRIER confirms having standard minimum required cargo insurance and accepts all liability for cargo damage and / or loss claims. Should the cargo value exceed that of minimum required insurance, CARRIER confirms that they have / will have the necessary cargo insurance value indicated on the rate confirmation. CARRIER is responsible for additional isnurance certificates as well as cargo level certificates as required.

If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER.

Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Paragraph 1.H, CARRIER will be liable for consequential damages for violation of this provision.



F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions, or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

K. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property. CARRIER warrants that :

To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road HeavyDuty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKERS customer(s) because of CARRIER's use of non-compliant equipment.



2. BROKER RESPONSIBILITIES:

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Paragraph 3C(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stopoffs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. Rate reductions will apply to delays in pick up and / or delivery.

D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 15 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of(not less) than \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. If a confirmed delivery BOL / POD is not received within 72 hours of a completed delivery; rate reductions will apply. If a rate confirmation is used as a BOL / POD; CARRIER will not be paid and forfeits all payouts.



Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt.

The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission.

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER.

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

D. INSURANCE: All insurance required by this Agreement must be written by a reputable insurance company and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent to provide certificate(s) of insurance as the certificate holder. Certificates of Insurance are to be sent by the insurance company or by the authorized agent thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law.



Except for the higher coverage limits which may be specified previously, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits or exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

G. CARRIER will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's recourse (except as provided below) shall be to arbitration, or litigation under subpars (ii) or (iii) below. Arbitration Proceedings shall be conducted under the rules of mutual agreement of the Parties, or if no agreement is specified after submission of this document, then at BROKER's sole discretion.

Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion, including findings of fact and conclusions of law. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators.



Arbitration proceedings shall be conducted as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or if no agreement then at the selection of the BROKER or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of South Carolina shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(iii) Venue, controlling law, and jurisdiction in any legal proceedings under Subpart. i or ii above shall be in the State of Connecticut.

(iv) If no remedy is specified, all disputes shall be subject to the arbitration terms set forth in Par D above. If no arbitration association is specified, then the default association shall be determined by BROKER and the applicable state law shall be that of the home office of the BROKER.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 24 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the nonprevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

i. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.

ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.



I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services. This only applies if fax numbers have been specified on this agreement.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, BROKER and CARRIER are bound by this agreement. CARRIER agrees to be bound by the electronic signature or endorsement (if applicable) of their authorized representative contained in the Signed Agreement Affidavit (if applicable), and by doing so, represent and warrant that they accept and agree to the terms contained in this entire agreement and have been or are specifically authorized to execute the agreement on behalf the organization they represent.



AMENDMENT A

FULL APPROVED REEFER/PERISHABLE CLAUSE: Carrier Moving Perishables.

Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement.

Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.

Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification, and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product.

The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third-party beneficiary of this Agreement. The following rules shall apply:

a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement

(b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.



AMENDMENT B

ENFORCING COMMONSENSE RULES OF THE ROAD: Executive Order April 28th, 2025

On April 28th, 2025, President Donald J. Trump has put in place an executive order titled "Enforcing Commonsense Rules of the Road for America's Truck Drivers".

In addition to accepting the agreement detailed in this carrier packet, the CARRIER also confirms having understood and read through the executive order as well as agrees to abide by it and the related executive order 14222 that was put in place on March 1, 2025.

Exerpt from executive order:

Upholding English Proficiency Requirements for Commercial Motor Vehicle Operators.

(a) The Secretary of Transportation, acting through the Administrator of the Federal Motor Carrier Safety Administration (FMCSA), shall, within 60 days of the date of this order, rescind the guidance document titled, "English Language Proficiency Testing and Enforcement Policy MC-ECE-2016-006," issued on June 15, 2016, and issue new guidance to FMCSA and enforcement personnel outlining revised inspection procedures necessary to ensure compliance with the requirements of 49 C.F.R. 391.11(b)(2).

(b) In carrying out subsection (a) of this section, the Secretary of Transportation, through the Administrator of the FMCSA, shall take all necessary and appropriate actions, consistent with applicable law, to ensure that the out-of-service criteria are revised such that a violation of the English language proficiency requirement results in the driver being placed out-of-service, including by working with the relevant entities responsible for establishing the out-of-service criteria.

Strengthening Commercial Driver's License Security for Safer Commercial Motor Vehicle Operations.
The Secretary of Transportation, through the Administrator of the FMCSA, shall:

(a) review non-domiciled commercial driver's licenses (CDLs) issued by relevant State agencies to identify any unusual patterns or numbers or other irregularities with respect to non-domiciled CDL issuance; and

(b) evaluate and take appropriate actions to improve the effectiveness of current protocols for verifying the authenticity and validity of both domestic and international commercial driving credentials.

Any carrier working with MKM Transportation Services Inc, confirms that their driver(s) can read, write and speak the English language in a sufficient capacity that will abide by the executive orders put in place.

MKM Transportation Services will NOT be held responsible for any equipment, trailer and / or cargo impounding costs in relation to any disruption caused by violating terms mentioned in the executive order.

Carrier assumes full liability and responsibility for impounding costs as well as ensuring that their drivers are compliant in relation to the executive order.

This amendment will also apply to any and all additional administrative, regulatory, or enforcement actions from the Secretary of Transportation following the executive order as detailed in section 5 of the order itself.



AMENDMENT C

APPOINTMENT DELIVERY CLAUSE AND DISCLOSURE: Carrier liability for appointment deliveries.

Any carrier working with MKM Transportation Services Inc. is responsible for the safe, proper, and timely delivery of all freight and related deliverables.

Carriers are required to carefully review the rate confirmation for all pickup and delivery appointment details and must contact MKM Transportation Services Inc. immediately after signing any rate confirmation to review and confirm delivery scheduling requirements whether or not disclosed on the actual rate confirmation.

The carrier is fully responsible for meeting all scheduled delivery windows and for coordinating, confirming, and managing any required rigging appointments, crane appointments, and equipment rentals windows with both the shipper and the receiver, where applicable. The carrier must ensure that all necessary arrangements are secured in advance and executed in accordance with the requirements outlined on the rate confirmation or through verbal communication up until delivery has been made.

The carrier acknowledges and agrees that it bears full financial responsibility and liability for any and all additional charges, accessorial fees, penalties, detention, layover, rescheduling fees, equipment standby charges, storage fees, redelivery fees, or any other costs incurred as a result of missed, late, rescheduled, improperly coordinated, or otherwise failed appointments where the carrier is deemed responsible.

This includes, but is not limited to, charges imposed by shippers, receivers, third-party vendors, rigging companies, crane providers, or equipment rental companies.

All such charges may, at MKM Transportation Services Inc.'s sole discretion, be invoiced directly to the carrier and/or deducted from the applicable rate confirmation or any other amounts owed to the carrier, without prior notice.

The carrier further agrees that disputes related to such charges do not relieve the carrier of its obligation to pay or reimburse MKM Transportation Services Inc. for validated costs incurred due to carrier performance failures as well as it does not relieve carrier from delivery obligations.

By accepting, signing, or otherwise operating under any brokered shipment through MKM Transportation Services Inc., the carrier expressly acknowledges, understands, and agrees to be bound by the terms and responsibilities outlined above and accepts full liability for any additional charges arising from its failure to perform as required.

This provision shall be incorporated into and form part of the governing Transportation Agreement and/or Rate Confirmation between the parties. In the event of any conflict between this provision and any other carrier terms, tariffs, or conditions, the terms set forth by MKM Transportation Services Inc. shall prevail unless otherwise agreed to in writing by an authorized representative of MKM Transportation Services Inc.

Carrier agrees that acceptance of a load via signed rate confirmation, electronic dispatch, or verbal confirmation constitutes full acceptance of these terms. No modifications, exclusions, or limitations of liability asserted by the carrier shall apply unless expressly agreed to in writing by MKM Transportation Services Inc.

Carrier further agrees to indemnify, defend, and hold harmless MKM Transportation Services Inc., its customers, and their respective agents from and against any and all claims, losses, damages, costs, and expenses (including reasonable administrative costs) arising out of or related to the carrier's failure to meet the obligations described herein.

These obligations shall survive delivery, payment, and completion of the shipment and shall remain enforceable to the fullest extent permitted by applicable law.



AMENDMENT D

CARGO CLAIM PAYOUT DISCLOSURE: Carrier transportation payout while there is a present claim.

Carrier acknowledges and agrees that it shall be liable for any loss, damage, or shortage to cargo occurring while the shipment is in the custody, possession, or control of Carrier or its agents, subcontractors, or employees.

Carrier's liability for cargo loss or damage shall be governed by the provisions of the Carmack Amendment, as applicable to interstate transportation of property.

In the event that loss, damage, or shortage to cargo is alleged or discovered in connection with any shipment transported by Carrier, Broker and/or Broker's customer may initiate a cargo claim against Carrier and/or Carrier's applicable insurance coverage, subject to the customer's discretion and applicable law.

Such claims shall be processed in accordance with applicable federal regulations governing the filing, processing, and disposition of cargo claims, including but not limited to 49 CFR Part 370, where applicable.

Carrier further understands and agrees that, in the event of such alleged loss, damage, or shortage, Broker may withhold payment of freight charges relating to the affected shipment pending investigation and final resolution of the cargo claim.

Carrier expressly agrees that no payment for freight transportation services associated with the shipment in question shall be due or payable until the cargo claim has been fully investigated and resolved.

Upon final determination of the cargo claim, Broker reserves the right, at its sole discretion and consistent with the outcome of the claim investigation, to apply any valid claim amount as an offset against freight charges owed to Carrier or if payout is to be made entirely based on the nature of the claim.

Broker may adjust, reduce, or nullify the originally agreed freight charges to the extent necessary to satisfy the claim amount, including any associated costs or liabilities determined to be the responsibility of the Carrier.

Carrier agrees that Broker may exercise such rights of offset or withholding without being deemed in breach of this Agreement. Any remaining balance of freight charges, if applicable, will be remitted to Carrier following the final resolution of the cargo claim and application of any offsets.

Carrier agrees to promptly cooperate with Broker, Broker's customer, and any applicable insurer in the investigation and resolution of any cargo claim. Carrier shall provide all requested documentation related to the shipment, including but not limited to bills of lading, delivery receipts, inspection reports, photographs, driver statements, and any other documentation reasonably necessary to investigate and resolve the claim.

Carrier further agrees to maintain cargo insurance in amounts required by this Agreement and applicable law, and to ensure that such insurance remains in full force and effect for the duration of this Agreement. Carrier agrees that Broker and Broker's customer may pursue recovery directly against Carrier and/or Carrier's insurance coverage for any cargo loss, damage, or shortage.

Carrier shall take all reasonable steps to mitigate further damage to cargo and preserve any salvage value in the event of loss or damage. Any salvage disposition shall be conducted only with the prior approval of Broker or Broker's customer unless immediate action is necessary to prevent further loss.

Nothing contained herein shall be construed as limiting Broker's rights to pursue recovery for cargo loss or damage through any legal or contractual remedies available under applicable law, including but not limited to the Interstate Commerce Act and related federal transportation regulations.