

UBER FREIGHT CARRIER SETUP PACKET

Thank you for your interest in becoming a motor carrier partner. Please complete and send us the following documents:

1. ACH Payment Authorization Form
2. Carrier Profile
3. Signed Broker-Motor Carrier Agreement
****This Agreement must be signed without changes*
****Sign page 5*
4. Motor Carrier Operating Authority
5. Safety Rating Letter, if available
6. Certificate of Insurance
****Cargo Liability Insurance - \$100,000*
****Automobile Liability Insurance - \$1,000,000*
****Commercial General Liability - \$1,000,000*
****Workers' Compensation – Statutory Limit*
Employer's Liability - \$1,000,000
7. Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
8. Three current customer or broker references

COMPLETED PACKAGES SHOULD BE SENT TO YOUR UBER FREIGHT CARRIER REPRESENTATIVE

UBER FREIGHT LLC
1455 Market Street, 4th Floor
San Francisco, CA 94103

ACH PAYMENT AUTHORIZATION FORM

By signing this form, the Company (as defined below) authorizes Uber Freight LLC ("Uber Freight") to make payments to the Company via electronic ACH transfer into the bank account specified below, and if necessary, to debit from such account any amounts deposited in error. The Company agrees that payments may be made hereunder to satisfy any payment obligation owed to the Company by Uber Freight.

The Company understands and agrees that Uber Freight is not responsible for deposit errors resulting from receipt of incorrect banking information or any charges incurred as a result of receiving an ACH payment. The Company consents to and agrees with the NACHA Operating Rules as they exist on the date of the Company's execution of this form or as subsequently adopted, amended, or repealed. The undersigned signatory of the Company certifies that he or she is authorized to enter into this agreement and that this agreement will remain in full force and effect until Uber Freight receives written notification of a change or cancellation.

Company Name _____ (the "**Company**")
Billing Address _____ City,
State, Zip _____
Phone _____
Email _____

ACH DETAILS

Account Type: Checking or Savings
Name on Account _____
Bank Name _____
Bank Account Number _____
Bank Routing Number _____
Bank City and State _____

SIGNATURE _____ DATE _____

PRINTED NAME _____ TITLE _____

MOTOR CARRIER PROFILE

COMPANY INFORMATION:

Company Legal Name	
DBA	
MC#	
DOT#	
Federal ID#	
SCAC	
Safety Rating	
Years in Business	
Address	
Business Contact	
Office Phone#	
Cell Phone#	
Email	
Dispatch Contact	
Office Phone#	
Cell Phone#	
Email	

OWNER-OPERATOR QUESTIONNAIRE:

Do you use owner-operators? Yes ___ No ___

If yes:

Does your Automobile Liability insurance cover your owner-operators? Yes___ No___

Does your Cargo insurance cover your owner-operators? Yes___ No___

Motor Carrier Profile Submitted By:_____

Signature:_____

Date:_____

BROKER-MOTOR CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 2016, by and between Uber Freight LLC, USDOT: 2926893, MC-987790 ("BROKER") and _____, USDOT #: _____, MC-_____ ("CARRIER") (collectively, the "PARTIES").

1. **TERM AND TERMINATION**. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, either PARTY may terminate this Agreement at any time for any reason by giving written notice to the other.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW**. CARRIER represents and warrants that it is legally qualified in accordance with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a motor carrier, the interstate and intrastate transportation services contemplated by this Agreement. CARRIER further represents and warrants that it does not have an unsatisfactory, conditional, or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations. CARRIER agrees to comply with all Applicable Law in the performance of its services under this Agreement, including applicable FMCSA regulations and air quality and environmental standards. CARRIER shall be solely responsible for its day-to-day operations, including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Law and shipments are not damaged in transit. In the event CARRIER receives or is notified it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified such insurance may become ineffective, or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER and shall not transport any loads or goods tendered to CARRIER until such prohibition on operations is removed.

3. **BROKER MAP-21 REPRESENTATIONS**. As required by the Moving Ahead for Progress in the 21st Century Act ("MAP-21"), BROKER confirms that it has entered into this Agreement as a property broker, and, as a property broker, it acknowledges and agrees that the regulations of FMCSA prohibit BROKER from representing its operations as being those of a motor carrier. As a property broker, BROKER is in the business of identifying and hiring motor carriers such as CARRIER authorized to transport the freight of BROKER's customers ("Customers").

4. **PERFORMANCE OF SERVICES**. CARRIER shall be solely responsible for controlling the method, manner, and means of accomplishing CARRIER's services. CARRIER or its drivers are responsible for determining the appropriate route for transportation. Any directions that BROKER provides to CARRIER are provided as a convenience only, and CARRIER shall have no obligation to follow such directions. If the CARRIER elects to provide access to the BROKER's mobile application to its drivers, any directions provided through the BROKER's mobile application are by the CARRIER to the driver. Regardless of whether they are required by law, in no event shall any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to or modify service obligations imposed by this Agreement. CARRIER shall transport all shipments provided under this Agreement without delay and shall immediately communicate to BROKER all occurrences that may cause delay in transit. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the entity that has retained BROKER, the Customer. CARRIER shall execute any necessary Uniform Intermodal Interchange & Facilities Access Agreement (UIIA) and Customer-specific UIIA addendum.

5. **RECEIPTS AND BILLS OF LADING**. Each shipment transported pursuant to this Agreement shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting motor carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee at the destination specified by BROKER or the Customer, and CARRIER shall cause the consignee to sign such receipt. The bill of lading is intended to act as a receipt only. No terms, conditions, or provisions of the bill of lading, manifest, or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability under this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

6. **CARRIER'S OPERATIONS**.

(a) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel who are legally licensed in accordance with all Applicable Law to perform the services under this Agreement. CARRIER shall have full

control of any personnel used in the provision of motor carrier services under this Agreement. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder and have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours-of-service regulations, comply with applicable drug and alcohol testing rules and regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if they cannot, it shall notify BROKER prior to acceptance of load.

(b) CARRIER shall perform all services under this Agreement as an independent contractor and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed under this Agreement. CARRIER shall furnish all equipment necessary or required for the performance of its obligations under this Agreement (the "Equipment"). CARRIER shall maintain all Equipment in good repair and clean, working condition, in full compliance with all safety regulations, and free of contamination and infestation.

7. RATES & PAYMENTS.

(a) Unless otherwise stated in a separate Rate Confirmation Agreement signed by the PARTIES, CARRIER will invoice and BROKER will pay the rates and charges set forth in Appendix A for transportation services performed under this Agreement. CARRIER will send all invoices to BROKER. CARRIER represents and warrants there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Agreement signed by BROKER. Appendix A can be supplemented or revised only by written agreement signed by both PARTIES. The Rate Confirmation Agreement shall be in the form specified in Appendix B. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and BROKER before transporting each shipment to which such Rate Confirmation Agreement applies. As a condition to payment, CARRIER shall provide BROKER with a legible copy of the bill of lading or other proof of delivery. BROKER will pay CARRIER's invoice within thirty (30) days of BROKER's receipt of such invoice. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER under this Agreement against liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay.

(b) CARRIER agrees BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided pursuant to this Agreement, and BROKER is solely responsible for paying CARRIER freight charges. CARRIER agrees to waive any and all claims CARRIER may have against the shipper, consignor, consignee, the Customer, or third-party payor related to payment of CARRIER freight charges

(c) CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

(d) CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER or its Customer in the care, custody or control of CARRIER.

8. FREIGHT LOSS, DAMAGE OR DELAY.

(a) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery. CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees, including for special, consequential, or incidental damages, imposed upon BROKER by the cargo claimant. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.

(b) Processing of claims for freight loss, damage or delay shall be governed by the provisions of 49 C.F.R. Part 370, except as limited by the provisions of this Agreement. CARRIER shall pay, decline or make a firm compromise of settlement within sixty (60) days after receipt of a claim by CARRIER. If CARRIER fails to properly respond to a claim within such sixty (60) day period, CARRIER authorizes BROKER to offset the full amount of such claim against amounts due to CARRIER under this Agreement, and pursue any other available remedies. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.

(c) BROKER's CUSTOMER shall be a third party beneficiary of this Section 8 and shall be entitled to enforce the obligations in this Section 8 against CARRIER.

9. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Automobile Liability ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by BROKER or its Customer as addressed below) with an insurance company rated A- VII or greater by AM Best insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence for bodily injury or property damage, or such larger amount as required by applicable law.

(b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.

(c) All-Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions that would foreseeably preclude coverage relating to cargo claims, including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

(d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law and Employer's Liability insurance with limits of liability not less than \$1,000,000 per person/per accident/per occupational disease.

(e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER represents and warrants that there are no exclusions or limitations under any such policies that would prevent coverage for any liability assumed by CARRIER under this Agreement. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and Customer shall be named as additional insured on CARRIER's CGL and AL policies and as loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER, CARRIER shall provide BROKER, or Customer with copies of the applicable insurance policies.

10. INDEMNITY. CARRIER shall defend, pay, reimburse, indemnify, and hold BROKER, its Customer, consignor and consignee and each of their respective affiliated entities and their respective directors, officers, employees, agents and representatives harmless from and against all direct or indirect loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees, independent contractors and/or other service providers performing services for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the extent that any Claim is proximately caused by the negligence or other wrongful conduct of the party to be defended, indemnified, or held harmless. Customer, consignor and consignee and their respective affiliated entities and their respective directors, officers, employees, agents and representatives shall each be a third party beneficiary of and shall be entitled to enforce liability obligations against Carrier under this Section 10 of the Agreement.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER shall provide records of all shipments transported under this Agreement to BROKER upon request, regardless of whether this Agreement remains in effect at the time of such request. Neither PARTY may disclose the terms of this Agreement to a third party without the written consent of the other PARTY except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept freight, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER when: (1) the availability of such freight first became known to CARRIER as a result of BROKER's efforts or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. CARRIER shall not use BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight BROKER tenders it shall be transported on Equipment operated only under the authority of CARRIER and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. If CARRIER violates the above prohibition, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying third-party carrier directly, and such payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.

13. **DATA AND COMMUNICATIONS.** CARRIER acknowledges and agrees that the services provided by BROKER require collection of commercial drivers' precise location data. CARRIER and its employees, contractors and other service providers agree, and CARRIER agrees to cause its employees, contractors and other service providers to agree, (i) to grant BROKER mobile applications permission to access location services on devices used by commercial drivers performing services in connection herewith and (ii) permit BROKER to collect the precise location of commercial drivers' devices when the BROKER mobile application is running in the foreground or background (including through the commercial driver's IP address or phone number). CARRIER expressly agrees that notwithstanding any communications or other information transmitted to or from a commercial driver on any BROKER mobile application or other electronic service, CARRIER shall have full control of any personnel used in the provision of motor carrier services under this Agreement and CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors.

14. **MISCELLANEOUS.** CARRIER may not assign or transfer this Agreement in whole or in part absent the prior written consent of BROKER. This Agreement supersedes all other agreements and all tariffs, rates, classifications, and schedules published, filed, posted online, or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the PARTIES. In the event the operation of any portion of this Agreement results in a violation of any Applicable Law, the PARTIES agree that such portion shall be severable and the remaining provisions of this Agreement shall continue in full force and effect. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein. This Agreement constitutes the entire agreement of the PARTIES with reference to the subject matters herein and may not be changed, waived, or modified except in writing signed by both PARTIES.

15. **NOTICE.** All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service that provides proof of delivery as follows:

If to BROKER:

Uber Freight LLC
1455 Market Street, San Francisco, CA 94103
Attn: Legal Department

with copy to:
Uber Freight LLC
737 Harrison Street, San Francisco, CA 94107
Attn: Legal Department

If to CARRIER:

16. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provisions. CARRIER hereby consents to exclusive jurisdiction and venue in the state and federal courts sitting in San Francisco County, California.

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

BROKER:

CARRIER:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Uber Freight Contact and Credit Information

Website: <https://freight.uber.com>

Email: freight@uber.com

Mailing Address:

1455 Market Street 4th Floor

San Francisco, CA 94103

MC: 987790

SCAC: UFLB

Uber Freight LLC

Tax ID: 38-4012655

Uber Freight Credit References

North American Carriers

(888) 252-3433

TXN Logistics

(713) 673-8100

Robert Bearden Inc.

(229) 377-6928



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE

September 29, 2016

LICENSE

MC-987790-B

U.S. DOT No. 2926893
UBER FREIGHT LLC
SAN FRANCISCO, CA

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

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

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

JS DOT Number: **2926893**
Vessel Number: **MC987790**
Legal Name: **UBER FREIGHT LLC**
DBA (Doing-Business-As) Name



Addresses

Business Address: **1455 MARKET STREET FOURTH FLOOR
SAN FRANCISCO, CA 94103**
Business Phone: **8665761039** Business Fax: **Fax: 8665761039**
Mail Address: **1455 MARKET STREET FOURTH FLOOR
SAN FRANCISCO, CA 94103**
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
IOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: **A+ AGENTS OF PROCESS INC.**

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 09/14/2016
Policy/Surety Number: 0688091	Coverage From: \$0	To: \$75,000 *
Effective Date: 09/15/2016	Cancellation Date:	

Insurance Carrier: **INTERNATIONAL FIDELITY INSURANCE COMPANY**
Attn: **JILLIAN MENDEZ**
Address: **1 NEWARK CENTER
NEWARK, NJ 07102 US**
Telephone: **(973) 624 - 7200** Fax:

If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

JSDOT Number: **2926893**
 Vessel Number: **MC987790**
 Legal Name: **UBER FREIGHT LLC**
 DBA (Doing-Business-As) Name



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:	Rejected:		
Rejected Reason:					

Insurance History:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Effective Date From:	To:	Disposition:	

Insurance Carrier:
 Attn:
 Address:

Telephone: Fax:

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	09/29/2016

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason