

CaseStack's TRANSPORTATION VENDOR REQUIREMENTS CHECKLIST

Please complete the information below and return to transhelp@casestack.com

Transportation Vendor Name: _____

To be provided by the Motor Carrier Vendor:

- W-9
- Operating authority or licenses/permits
- Certificate of Insurance listing CaseStack as the "Additional Insured" or "Certificate Holder" for:
 - CaseStack, Inc.
 - 2850 Ocean Park Blvd.
 - Suite #100
 - Santa Monica, CA 90405
- Cargo loss or damage, minimum of \$100,000 per occurrence, with deductible not more than \$10,000
- General liability, minimum \$1,000,000 per occurrence
- Automobile liability, minimum of \$1,000,000 per occurrence, with one of the following:
 - Any auto
 - Any auto + any combination
 - All owned autos + hired autos + non-owned autos
 - Scheduled autos + hired autos + non-owned autos - Please acknowledge and sign the carrier attestation form
- Worker's Compensation, minimum of statutory limit - If Worker's Compensation is not covered, please acknowledge and sign the carrier attestation form
- Ten days prior notice of any changes or cancellation of insurance coverage
- Hazardous materials carriers only: current DOT Hazmat Certificate of Registration

To be provided by the Motor Carrier Vendor - Brokers only:

- Transportation Services Agreement
- W-9
- Operating authority as a "Broker"
- Surety bond or trust fund, minimum \$10,000
- Certificate of Insurance, listing CaseStack as the "Additional Insured" or "Certificate Holder" for:
 - Contingent Cargo or Freight Forwarder insurance, minimum \$100,000 per occurrence, with deductible not more than \$10,000
 - General Liability, minimum \$1,000,000 per occurrence
 - Worker's Compensation, minimum of statutory limit
- Ten days prior notice of any changes or cancellation of insurance coverage

CARRIER ATTESTATION

Between CaseStack, Inc. and

Carrier Name: _____ **MC#** _____

_____ (hereinafter "CARRIER"), hereby attests to the following
(check all that apply):

BUSINESS AUTOMOBILE LIABILITY INSURANCE

CARRIER attests that CARRIER maintains Business Automobile liability insurance covering all vehicles whether owned, hired, rented, borrowed or otherwise and that said insurance provides liability limits equal to or exceeding \$1,000,000 per occurrence combined single limit for bodily injury and property damage/\$1,000,000 aggregate ("Business Automobile Liability Insurance").

CARRIER attests that if CARRIER's Business Automobile Liability Insurance coverage contains Scheduled Assets (Scheduled Autos), then CARRIER agrees to transmit to CaseStack, Inc. (CASESTACK) a list of all tractors and trailers (and thus identified accordingly) covered as a Scheduled Auto (LIST), and will transmit to CASESTACK a copy of this LIST (a) upon addition or removal of any of CARRIER's scheduled tractors or trailers from the LIST; (b) within one year of the last copy of the LIST transmitted to CASESTACK. CARRIER further agrees that only Scheduled Autos appearing on the most recent copy of the LIST transmitted to CASESTACK will be used to transport goods for CASESTACK. CARRIER agrees that CARRIER shall not transport goods for CASESTACK on any tractor or trailer which is not listed on the Scheduled Auto LIST. CARRIER agrees that it will only use owner operators who operate tractors and trailers that are on the LIST. CARRIER agrees that it will be fully liable for all liability and will indemnify, defend and hold harmless CASESTACK if CARRIER transported goods for CASESTACK on a tractor or trailer that is not listed on the LIST or is not covered under its Business Automobile Liability Insurance coverage.

Any Business Automobile Liability Insurance policy required hereunder shall (i) be endorsed to name CaseStack and its directors, officers, agents, and employees as additional insureds ("Additional Insureds") with respect to liability arising out of any services performed by CARRIER hereunder; (ii) be endorsed to be primary to and noncontributory with any insurance maintained by CaseStack; (iii) provide a waiver of any rights of subrogation against the Additional Insureds; (iv) contain a severability of interest provision in favor of the Additional Insureds; (v) provide that the bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy; (vi) provide that insurer is liable for the payment of amounts within any deductible of self-assumed layer, with a right of reimbursement by the insured for any such payment made by the insurer, and (vii) provide for thirty (30) days' advance written notice to CaseStack in the event of cancellation or material change adversely affecting compliance hereunder. Additionally, all insurance required hereunder shall be in a form, and with insurers, acceptable to CaseStack, which insurers are rated A- or better by A.M. Best.

Prior to the commencement of any services hereunder, CARRIER shall provide for CaseStack's review and approval Certificates of Insurance reflecting full compliance with the requirements set forth above. Such certificates and the underlying insurance policies shall be kept current and in compliance throughout the term and period of performance of this Agreement, and for any longer period that this Agreement requires that the insurance be maintained. Any certificate or policy providing the insurance required above shall be provided to CaseStack and/or made available for inspection by CaseStack upon request.

CARRIER agrees to indemnify, defend and hold CaseStack harmless, from and against all loss, damage, expense, actions and claims for or from injury or death to persons and damage to or loss of property (collectively, "Claims"), to the extent arising out of the acts or omissions of CARRIER or otherwise attributable to CARRIER including, without limitation, negligence or willful misconduct during the Agreement, including without limitation, against any and all loss, damage, expense, actions and claims for or from injury or death to persons and damage to or loss of property related in any manner to any equipment operated by CARRIER, without regard, to whether or not caused by the negligence or willful misconduct of CARRIER or its agents, contractors or employees. Examples of occurrences to which this indemnification would apply, without limitation, are product spills, commingling of product, failure to properly vent a trailer and overturning a trailer.

CARRIER ATTESTATION
Between CaseStack, Inc. and

Carrier Name: _____ **MC#** _____

WORKERS' COMPENSATION INSURANCE

CARRIER attests that all drivers of CARRIER's automobiles are owner operators, and as such, CARRIER is not required to maintain workers' compensation insurance covering these owner operators. CARRIER attests that it requires all owner operator drivers to have workers compensation insurance or self insure for work accidents. CARRIER agrees that it will be fully liable for all work accidents and indemnify CASESTACK from all lawsuits in case of a work-related accident, injury or claim.

NO BROKERAGE

CARRIER attests that CARRIER will only use tractors and trailers covered under its automobile and cargo insurance policies to haul CaseStack shipments. CARRIER will not broker/arrange shipments to a third party company. CARRIER agrees that it will be fully liable for all liability and will indemnify, defend and hold harmless CASESTACK if CARRIER transports a shipment for CaseStack on a tractor and/or trailer that are not covered under its insurance policies or if the shipment is brokered to a third party company.

Signed

Date

Printed

Title