

Gold Rush Express

P.O. Box 535036 • Grand Prairie, TX 75053-5036

Phone: (972)623-0111 or (800)394-8271 • Fax: (972)623-1611

TRANSPORTATION CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by
and between Gold Rush Express, hereinafter designated "BROKER" and _____
here in after designated "CARRIER".

WHEREAS, Carrier has been granted permanent authority from the DEPARTMENT OF TRANSPORTATION in Docket# MC _____ to operate as a contract carrier, by motor vehicle, over irregular routes, in interstate or foreign commerce. Transporting General Commodities BETWEEN points in the United States, under continuing contract(s) with commercial shippers or receivers of General Commodities, WHEREAS, Broker decides to enter into a continuing contract with carrier for transportation services.

1. Broker agrees to tender to Carrier for transportation an estimated one truckload per year. Brokers demand for motor carrier service may fluctuate from year to year and during certain times. Shipper may tender to carrier more or less then the yearly volume of traffic which is presently contemplated by the parties.
2. Broker will pay Carrier compensation for such transportation in accordance with a schedule of rates and charges, freight bills or such other documents as may be agreed upon by Carrier and Broker. After the rate is agreed to by the parties but before the Carriers driver is dispatched, the Broker shall FAX the Carrier a confirmation sheet identifying the pick up and delivery date, origin, destination, rate and charges. This sheet shall then be an accepted contract. If the Carrier disputes the accuracy of the rate or charges on the confirmation sheet, the Carrier must notify the Broker prior to driver dispatch in which case the rate confirmation sheet shall not become a contract until the parties agree.
3. Broker agrees to pay the Carrier within 15 days of receipt by broker of Carriers invoice, *with necessary paperwork and proof of delivery*. Need ORIGINAL BILLS and UNLOADING RECEIPTS.
4. Nothing contained herein shall be construed to prevent Broker from procuring additional transportation services from other authorized carriers.
5. Carrier will maintain in force such insurance as is required by the regulation of the Department of Transportation.
6. The provision contained in 49 CFR 1005 shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
7. Carrier SHALL NOT solicit traffic from any customer of Broker where (1) the availability of such traffic first become known to Carrier as a result of the Broker's efforts, or (2) where the traffic of the Broker's customer was first tendered to the Carrier by the Broker. If the Carrier breeches this agreement, the Broker is entitled for a period of twelve (12) months after the involved begins to move, to commissions equal to 10% of revenue received by Carrier.

IN WITNESS WHEREOF, Carrier and Broker have caused this contract to be executed on the day and year first above written.

GOLD RUSH EXPRESS

(Broker)

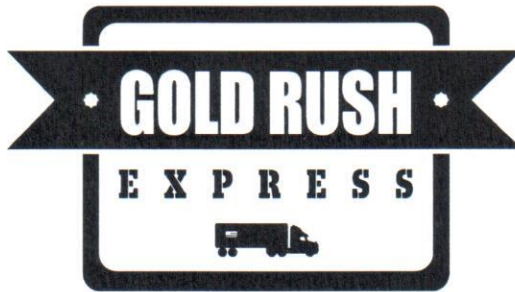
By: John R. Adams

Title: PRESIDENT

(Carrier)

By: _____

Title: _____



Carrier Information

Dispatch Contact Person _____ **DOT RATING** _____

DOT # _____

Date Submitted _____ **I.C.C. SCAC CODE** _____

Carrier Name _____ **Mailing Address** (if not same as shown)

Street Address _____ **Address** _____

City _____ **State** _____ **Zip** _____ **City** _____ **State** _____ **Zip** _____

President _____ **Telephone (800#)** _____

Fax # - _____ **Local Telephone ()** _____

EQUIPMENT: Number of Power Units _____

<u>TYPE</u>	<u>QUANTITY</u>	<u>TYPE</u>	<u>QUANTITY</u>
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40' Vans	_____	45' Vans	_____
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48' Vans	_____	53' Vans	_____
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Reefers	_____	Flat Beds	_____
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Can your company handle HAZMAT?	YES	NO
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Do your drivers carry LOAD LOCKS?	YES	NO
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Please list all states you are interested in providing service to and from:



Please send freight bills to:

Gold Rush Express
P.O. Box 535036
Grand Prairie, TX 75053-5036

All invoices must be accompanied by **ORIGINAL** signed Bill(s) of Lading. All invoices will be paid within 14 days of receipt of the original bills.

CREDIT REFERENCES:

Express Solutions
Benbrook, TX
T) 817-244-3216
F) 817-244-4338

DMT Express
Ft. Worth, TX
T) 817-529-9200
F) 817-529-9210

Orvie Transport
Grand Prairie, TX
T) 817-797-3475
F) 972-572-7016

Homeland Trucklines
Grand Prairie, TX
T) 817-652-8909
F) 817-652-2741

Wake & Co
Sheridan, MO
T) 866-799-9253
F) 660-799-2228

Grand Texas Transport
Garland, TX
T) 214-418-4835
F) 972-278-8520

Bank Reference:
Wells Fargo
Arlington, TX
817-303-3152

SERVICE DATE
June 17, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 196336 B

ADAMS & STEPHENS, INC.
D/B/A GOLD RUSH EXPRESS
GRAND PRAIRIE, TX, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

NOTE: This registration is issued pursuant to a transfer. Applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FWHHA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) on file before beginning operations. Failure to comply will result in revocation of this registration.

Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we

ADAMS & STEPHENS INC

GOLD RUSH EXPRESS

of

1501 GREENVIEW DRIVE, GRAND PRAIRIE, TX 75050

Property Broker Name

Principal Address

as PRINCIPAL (hereinafter called Principal), and **AMERICAN ALTERNATIVE INSURANCE CORPORATION**, a

Surety Name

corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of New Hampshire (hereinafter called Surety) are held and firmly

Surety Incorporation

bound unto the United States of America in the sum of \$ \$75,000, for which payment, well and truly to be made, we bind

Bond Amount

ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration ("FMCSA") relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the FMCSA such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 06 day of August, 2013, 12:01 a.m., standard time at the

Date

Month

Year

address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

BOND NO: 20130805265

ACCT LOC ID: 100110900

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 06 day of August, 2013.

August 2013
Month Year

ADAMS & STEPHENS INC

GOLD RUSH EXPRESS

Principal Name (Company, Individual, etc.)

Signature

JOHN ADAMS

Printed or Typed Name of Signor

PRESIDENT

Title of Signor

Witness Signature

Printed or Typed Name of Witness

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Matthew L. Zehner

MATTHEW L. ZEHNER
Attorney-in-Fact



Maya M. Mackey

MAYA M. MACKEY
Witness



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