



J&L Infinity

# NEW CARRIER SET UP PACKET

Dear Valued Carrier,

Thank you for your interest in J & L Infinity Logistics LLC.

In order to qualify you as a carrier we need the following items:

- ✓ Signed Broker/Carrier agreement – make sure to sign it and fill it out completely
- ✓ Completed W9 Form a blank one can be sent if needed
- ✓ Copy of MC Authority Document
- ✓ New Carrier Profile
- ✓ Safety Rating Documentation
- ✓ Certificate of Insurance faxed back to 973-741-2727: Certificate holder listed as:
  - J & L Infinity Logistics LLC
  - PO Box 3523
  - Newark, NJ 07103
  
- ✓ One (1) Million Auto Liability and 100,000 Cargo Insurance is **REQUIRED NO EXCEPTIONS**

**Forward all completed documents to:**

- **Fax: 973-741-2727**
- **Email: [Carriers@jlinfinity.com](mailto:Carriers@jlinfinity.com)**

**REQUIRED PAYMENT DOCUMENTS:** To initiate payment, send the documents and information listed below to J & L Infinity Logistics LLC. Failure to include all documents and information may result in delay of payment.

- ✓ Invoice
- ✓ Load number
- ✓ Bill of lading (For multiple pickup and deliveries, you must provide all bills.) Make sure that all Bill of Ladings are clear and legible
- ✓ Supporting documents (lumper receipts, detention documents, etc.)

Send all documents to: [INVOICES@JLINFINITY.COM](mailto:INVOICES@JLINFINITY.COM) / Fax: 973-741-2727

## GENERAL CARRIER INFORMATION

COMPANY NAME (INCLUDE LLC OR INC) \_\_\_\_\_

DBA: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

MAIN OFFICE # \_\_\_\_\_ FAX # \_\_\_\_\_

DOT # \_\_\_\_\_ MC# \_\_\_\_\_

TAX ID# \_\_\_\_\_ DUNNS# \_\_\_\_\_

FACTORING COMPANY: \_\_\_\_\_ SAFETY RATING: \_\_\_\_\_

CEO/MANAGER NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

OFFICE#: \_\_\_\_\_ CELL#: \_\_\_\_\_

COMPANY WEB ADDRESS: \_\_\_\_\_

## DISPATCH INFORMATION

DISPATCHER NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

OFFICE #: \_\_\_\_\_ AFTER HOURS #: \_\_\_\_\_

## BILLING INFORMATION

CONTACT NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX#: \_\_\_\_\_

## EQUIPMENT LIST

NUMBER OF COMPANY DRIVERS: \_\_\_\_\_

NUMBER OF OTR DRIVERS: \_\_\_\_\_

NUMBER OF TRACTORS: \_\_\_\_\_

NUMBER OF DRY VANS 53' \_\_\_\_\_

NUMBER OF DRY VANS 48' \_\_\_\_\_

NUMBER OF REFEERS 53' \_\_\_\_\_

NUMBER OF 43' REEFERS \_\_\_\_\_

NUMBER OF FLATBEDS \_\_\_\_\_

## SERVICES PROVIDED

\_\_\_\_\_ LTL

\_\_\_\_\_ PAD WRAP

\_\_\_\_\_ STRAPS

\_\_\_\_\_ FL

\_\_\_\_\_ WHITE GLOVE

\_\_\_\_\_ RGN FLAT

\_\_\_\_\_ DROP TRAILER

\_\_\_\_\_ VENTED VAN

\_\_\_\_\_ DOUBLE DROP FLATBED

\_\_\_\_\_ STEP DECK

\_\_\_\_\_ PAD WRAP

\_\_\_\_\_ GARMENT TRAILER

## SERVICE AREAS

**CIRCLE ALL LANES THAT YOUR COMPANY SERVICE**

ST	ST	ST	ST	ST	ST	ST
AK	FL	KY	MS	NV	SD	WV
AL	GA	LA	MY	NY	TN	WY
AR	HI	MA	NC	OH	TX	CANADA
AZ	IA	MD	ND	OK	UT	MEXICO
CA	ID	ME	NE	OR	VA	P.R.
CO	IL	MI	NH	PA	VT	
CT	IN	MN	NJ	RI	WA	
DE	KS	MO	NM	SC	WI	

## DIRECT DEPOSIT AUTHORIZATION FORM

Direct Deposit is the safest, fastest and most cost-efficient method to receive your payment. In addition, you no longer have to worry about your check being late, lost, or stolen. J & L Infinity now offers our carriers the peace of mind with direct deposit.

Sign and complete this form to authorize J & L Infinity to deposit payments into your checking or savings account. Return completed form with your carrier packet.

Company Name: \_\_\_\_\_

Remittance Email (required for receipt of deposit): \_\_\_\_\_

Phone #: \_\_\_\_\_

MC: \_\_\_\_\_ TURN COMPLETED FORM TO:

[CARRIERS@JLINFINITY.COM](mailto:CARRIERS@JLINFINITY.COM) OR FAX 973-741-2727

ACCOUNT TYPE:     SAVINGS     CHECKING

Name on Account: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Bank City/State: \_\_\_\_\_



Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby authorize J & L Infinity Logistics LLC to initiate entries to my checking/savings account at the financial institution listed above and, if necessary, initiate adjustments for any transactions a reasonable opportunity to act on it.

## PAYMENT OPTIONS

J & L Infinity Logistics LLC offers a Net 30 or Quick Pay. Payment is in the form of an EFS or a mailed check and carriers are paid the balance of the gross amount owed them minus a service fee.

### What documentation do I need to provide to J & L Infinity Logistics LLC?

You will need to provide us with the following documents:

- ✓ Legible proof of delivery
- ✓ Carrier invoice showing the adjusted amount
- ✓ Signed rate confirmation

### All completed documents can be sent by:

Email: [INVOICES@JLINFINITY.COM](mailto:INVOICES@JLINFINITY.COM)

FAX: 973-741-2727

MAIL: PO BOX 3253 - NEWARK, NJ 07103

### Payment Options:

\_\_\_\_\_ 2 Business Days

3% discount upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Submit invoices by 14:00 CST for SAME DAY pay Process

\_\_\_\_\_ 30 Day Payment – No fee

### Quick Pay on All Orders

If you elect to be a 100% Quick Pay partner on all your orders with J & L Infinity Logistics LLC, please indicate by signing below. In appreciation to our partnership, your Quick Pay fee will be reduced to 3% for all loads. Same rules apply, submit invoices by 14:00 CST and be paid same day.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ MC# \_\_\_\_\_

## CERTIFICATE OF INSURANCE REQUESTS

Re: J & L Infinity Logistics LLC Carrier Compliance

Valued Carrier,

Please note that we will be requesting to be listed as Certificate Holder so that we are able to properly monitor any changes to your insurance policy.

Please forward this request to your insurance company.

Your Insurance Company: \_\_\_\_\_

Insured Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Please list the following as a certificate holder for the above insured.

### **Certificate Holder Information**

J & L INFINITY TRUCKING LLC

PO BOX 3523

Newark, NJ 07103

Send Certificates to: [CARRIERS@JLINFINITY.COM](mailto:CARRIERS@JLINFINITY.COM)

**WORKERS COMPENSATION**

**Workman’s Compensation Certificate of Election**

**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 no other employees and that no independent contractors are used, a workers’ 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.

**PERIOD:**

The period of this agreement is: \_\_\_\_\_ to \_\_\_\_\_.

**CARRIER:**

Carrier Name: \_\_\_\_\_

MC Number: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**My State does not require me to have Workers’ Compensation for my employees**

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## TRANSPORT SERVICE AGREEMENT

This TRANSPORT SERVICES AGREEMENT (this "Agreement") is entered into as of this day of

\_\_\_\_\_, 20 \_\_\_\_\_ (the "Effective Date"), between J & L Infinity Logistics, LLC, an New Jersey limited liability company and a broker who is authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce, with offices located at PO Box 3523, Newark, NJ 07103 and , a \_\_\_\_\_ ("TRANSPORT COMPANY"), with offices located at \_\_\_\_\_.

**1. OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** TRANSPORT COMPANY represents and warrants that it is in the business of and has knowledge and experience with respect to, the interstate transportation of motor vehicles and that it possesses all licenses, permits and authority under both federal and state requirements to legally perform all services to be provided under this Agreement, including the transportation of automotive freight throughout the lower FORTY-EIGHT (48) contiguous states of the United States of America (the "Services"). TRANSPORT COMPANY further represents and warrants that it is and will remain in good standing with the Federal Motor Carrier Safety Administration ("FMCSA") as a for hire motor carrier. TRANSPORT COMPANY shall provide all equipment to be used in the performance of the Services, which such equipment shall be maintained by TRANSPORT COMPANY in good order and condition and in accordance with all applicable laws, rules, and regulations. TRANSPORT COMPANY shall be solely responsible for the performance of the Services and all costs and expense related thereto including, but not limited to, costs for license plates, insurance, fuel, fuel tax, and highway use tax, wages, etc. If TRANSPORT COMPANY is providing Drive-Away Services (as defined in Section 2 below), TRANSPORT COMPANY will provide an appropriate license plate and will ensure that its auto liability insurance covers the operation of vehicles being transported in this manner. TRANSPORT COMPANY warrants and represents that no passengers will be allowed in any vehicle being operated pursuant to this Agreement. TRANSPORT COMPANY further warrants that it will not transport, store or treat any illegal, hazardous or toxic substances or wastes to, from, or at the origin or destination points and that it will not otherwise cause any nuisance at any such location.

**2. SERVICES.** TRANSPORT COMPANY agrees to provide the Services in the manner as ordered from time to time by Ready during the Term of this Agreement, which Services may include provision of driveaway service whereby TRANSPORT COMPANY is operating the vehicles to be transported ("Drive-Away Services"). Notwithstanding the foregoing, TRANSPORT COMPANY will not perform the Drive-Away Services unless expressly requested by Ready in writing (including, but not limited to, in the applicable transportation order) with respect to the movement in question. TRANSPORT COMPANY agrees to perform such Services in a timely manner and in accordance with all applicable federal, state and local laws, regulations and ordinances. TRANSPORT COMPANY warrants and represents that all personnel performing the Services will be fully licensed and qualified to perform such Services in accordance with all applicable laws and TRANSPORT COMPANY shall be responsible for all acts or omissions of any such personnel as if they were employees of TRANSPORT COMPANY and all such personnel will be under the exclusive direction and control of TRANSPORT COMPANY. TRANSPORT COMPANY shall obtain a legible name and signature on a completed condition report of vehicle (whether in electronic or paper format) at pick up. TRANSPORT COMPANY shall also obtain a legible name and signature on a completed condition report of vehicle (whether in electronic or paper format) at delivery. Any and all damage claims resulting from or involving incomplete condition reports or bills of lading (including, but

not limited to, electronic versions of such documents) will be the responsibility of TRANSPORT COMPANY and any loss or damage with respect to shipments where TRANSPORT COMPANY fails to obtain completed bills of lading or condition reports will be deemed to have occurred during transit by TRANSPORT COMPANY. In no event will any tariff, terms or conditions (including those on the bill of lading), service guide, or other documentation maintained or issued by TRANSPORT COMPANY apply to the Services provided to Ready or its customers under this Agreement. This Agreement does not obligate Ready to tender any minimum volume of cargo to TRANSPORT COMPANY.

3. FEES. Ready shall pay to TRANSPORT COMPANY such fees for its performance of the Services provided under this Agreement as agreed upon by Ready and TRANSPORT COMPANY and confirmed in a written transport order sent by Ready to TRANSPORT COMPANY, or any supplement or revision thereto. TRANSPORT COMPANY shall sign and return any such order to Ready prior to pick-up or, as the case may be issue such electronic or digital acknowledgment of the transport order, but if TRANSPORT COMPANY accepts any shipment that is subject to an order, TRANSPORT COMPANY will be bound by the order regardless of whether TRANSPORT COMPANY signs the order. TRANSPORT COMPANY shall bill Ready no later than forty eight (48) hours after delivery of the applicable shipment. Notwithstanding the foregoing, Ready may, in its sole discretion, waive the invoice requirement by developing or otherwise making available to TRANSPORT COMPANY an electronic application to be used to facilitate communication and exchange of documentation related to services, which application may be amended or upgraded from time to time (hereinafter, the "Ready Mobile App"). Ready may, in its sole discretion, waive the requirement that TRANSPORT COMPANY invoice Ready with respect to Services provided pursuant to the Ready Mobile App. TRANSPORT COMPANY's use of any the Ready Mobile App will be subject to the terms and conditions applicable thereto. Ready shall employ the method of payment agreed to a dispatch of shipment or, if no such agreement is reached, then via means otherwise acceptable to Ready. Ready shall pay TRANSPORT COMPANY within a reasonable time after confirming that delivery of shipment has occurred and that no damage to the freight has occurred or other claims of loss have occurred during transport. If Ready remits payment to TRANSPORT COMPANY without receiving an invoice from TRANSPORT COMPANY, TRANSPORT COMPANY acknowledges and agrees that the payment received from Ready is correct unless TRANSPORT COMPANY disputes the amount of such payment within sixty (60) days of issuance. Ready reserves the right to withhold or offset payment with respect to amounts for which TRANSPORT COMPANY is liable under this Agreement. Ready shall charge TRANSPORT COMPANY or offset a fee of \$25 if TRANSPORT COMPANY first invoices Ready for unbilled shipments more than ninety (90) days following the pick-up date. Ready shall have no responsibility for payment of invoices for a shipment that was dispatched at least one hundred and eighty (180) days prior to Ready's receipt of the invoice. In no event will TRANSPORT COMPANY seek payment of any amounts due or alleged to be due under this Agreement from any third party including, but not limited to, any provider or customer of Ready. TRANSPORT COMPANY shall have no lien on any vehicles or other cargo transported hereunder.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years (the "Term"). The Term shall automatically extend for additional terms of one (1) year each, unless terminated by either party by written notice within the ninety (90) day period prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.

**5. RECEIPTS AND BILLS OF LADING.** TRANSPORT COMPANY agrees to provide evidence of pickup in the form designated by Ready, indicating the quantity of vehicles picked up and the description and condition of each vehicle in the shipment. TRANSPORT COMPANY further agrees to provide evidence of delivery in the

form designated by Ready, indicating the quantity of vehicles delivered and the description and condition of each vehicle delivered, with such evidence accepted and acknowledged by the recipient of the shipment in writing. TRANSPORT COMPANY will deliver such evidence to Ready within forty eight (48) hours of shipment delivery. Ready may, in its sole discretion, allow TRANSPORT COMPANY to provide required documentation (including bills of lading and vehicle condition reports) and otherwise communicate with Ready regarding services via the Ready Mobile App.

**6. INSURANCE.** TRANSPORT COMPANY shall obtain and maintain in full force and effect, at all times during which it provides Services under this Agreement, all insurance required under any federal, state or local law, including without limitation, the United States Department of Transportation, and will also comply with the requirements set forth on Exhibit A attached hereto, as such minimum coverage requirements may be amended from time to time by Ready by written notice to TRANSPORT COMPANY.

**7. GENERAL PROCEDURES.** TRANSPORT COMPANY shall follow Ready's General Procedures for Carriers, as amended by Ready from time to time, a current copy of which is attached hereto as Exhibit B, in performing Services under this Agreement. If TRANSPORT COMPANY fails to comply with such procedures, in addition to, and without in any way limiting, any other right or remedy of Ready, or its customer, Ready may assess a non-compliance fee in an amount of up to \$100.00, which non-compliance fee shall be applied against the fees paid to TRANSPORT COMPANY by Ready for Services performed under this Agreement. All Services provided by TRANSPORT COMPANY shall be provided in its capacity as an independent contractor. In no event will the relationship of Ready and TRANSPORT COMPANY be deemed to be any other than that of independent contractors including, but not limited to, a relationship of joint ventures, employer/employee, principal/agent, or partners. In no event will any personnel used by TRANSPORT COMPANY in performance of Services hereunder be deemed to be an employee of Ready or any of Ready's affiliates, and TRANSPORT COMPANY agrees to defend, indemnify, and hold harmless Ready, its affiliates, and each of their officers, directors, agents and employees from and against any and all Claims arising from or related to any attempt by any personnel used by TRANSPORT COMPANY in the performance of Services hereunder to seek employment status or any rights, benefits or protections afforded by such status, from Ready or any of its affiliated entities.

**8. CARGO LOSS AND DAMAGE.** TRANSPORT COMPANY will be liable for all loss or damage to any cargo tendered by Ready pursuant to this Agreement as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. §14706 and as amended from time to time. TRANSPORT COMPANY's liability will be for the lesser of the cost of repair or the retail value of the cargo so lost, damaged or destroyed, as determined by the NADA Guide Clean Retail Value. No limitation of liability will apply to TRANSPORT COMPANY's liability under this provision. All claims will be processed in accordance with 49 C.F.R. Part 370, except that TRANSPORT COMPANY will pay, deny or otherwise settle all claims within forty-five (45) days of the date of the claim.

**9. INDEMNITY.** TRANSPORT COMPANY shall indemnify, defend and hold Ready, its customers, suppliers (including, but not limited to, vehicle auctions) and each of their officers, directors, employees, contractors and agents harmless for, from and against any and all claims, damages, losses, fines, costs (including attorney fees) and liabilities of any kind ("Claims"), including, without limitation, Claims arising out of the breach of this Agreement by TRANSPORT COMPANY, injuries or death to persons, damage to or loss of freight or other property, Claims arising from bills of lading or other documentation, Claims related to employment benefits

brought by individuals used by TRANSPORT COMPANY in the provision of services hereunder, and other Claims arising out of the performance of Services under this Agreement, except to the extent such Claims are directly and proximately caused by the negligence or intentional misconduct of the party seeking defense, or indemnity. As used in this Section 8, the term TRANSPORT COMPANY shall mean TRANSPORT COMPANY, its officers, directors, members, employees, independent contractors, subcontractors, agents, successors and assigns. As used in this Section 8, the term Ready shall mean Ready, its customers, officers, directors, members, employees, independent contractors, subcontractors, agents, successors and assigns. All entities and individuals entitled to defense or indemnity under this provision shall be third-party beneficiaries of this provision.

**10. NON-SOLICITATION OF READY CUSTOMERS.** TRANSPORT COMPANY shall not, during the Term and for a period of twelve (12) months thereafter, solicit or accept automotive freight transportation business, directly or indirectly, from any shipper, consignor, consignee or customer of Ready for which Ready orders Services from TRANSPORT COMPANY under this Agreement, unless TRANSPORT COMPANY previously performed automotive freight transportation services for such party prior to the Effective Date. In the event of a breach of this Section 9 by TRANSPORT COMPANY, Ready shall be entitled to injunctive relief prohibiting such breach and, in addition, as liquidated damages and not as a penalty, a sum equal to twenty percent (20%) of the gross revenue resulting from transportation services provided to such customer in violation of this Section 9. TRANSPORT COMPANY agrees to provide any and all documentation requested by Ready to verify such revenue.

**11. AUDIT RIGHTS.** TRANSPORT COMPANY acknowledges and consents to Ready performing audits, due diligence, and investigative activity, with or without notice to TRANSPORT COMPANY, related to TRANSPORT COMPANY's compliance with the terms of this agreement and the conditions set forth herein, either during the on-boarding stage or from time to time thereafter as Ready reasonably determines prudent. The costs of any such activity will be borne by Ready (to the extent Ready incurs any out of pocket expenses in connection with the activity audit) unless the activity reveals that TRANSPORT COMPANY is in material breach of this Agreement, in which case (i) Ready may terminate this Agreement immediately, (ii) TRANSPORT COMPANY will pay Ready on demand for any costs incurred in connection with the activity, and (iii) Ready may pursue any other rights or remedies available to Ready under this Agreement, at law, in equity or otherwise.

**12. BACKGROUND SCREENING.** TRANSPORT COMPANY agrees to conduct a background screening of its driver personnel prior to such driving performing Services under this Agreement. The screen shall include, but not be limited to, a social security verification check, criminal history check and motor vehicle report check. TRANSPORT COMPANY agrees to: (i) perform, at least once every twenty-four (24) months, a seven

(7) year criminal background and OFAC check on all individuals providing Services hereunder on behalf of TRANSPORT COMPANY that will come into direct contact with any of Ready's customers or any vehicles to be transported hereunder; and (ii) not to use any such individual(s) in connection with the provision of Services, if such criminal background check reveals: (1) a discrepancy in the individual's social security number or address; (2) that such person was charged or convicted for, or otherwise pleaded no contest to, any felony, including without limitation, any matter involving controlled substances (or alcohol abuse), assault or battery, threats, harassment or stalking, dishonesty (e.g., theft, fraud, embezzlement), dangerous weapons, kidnapping, extortion or bribery, offenses related to intellectual property, and computer related crimes. Ready and the TRANSPORT COMPANY shall ensure that all such checks are performed in accordance with all applicable laws and regulations. TRANSPORT COMPANY will check the motor vehicle report of each driver providing Services under this Agreement at least annually to ensure that the driver remains eligible to perform Services in

accordance with all applicable laws, rules and regulations, as well as any standards that TRANSPORT COMPANY imposes on its driver personnel.

**13. BROKERING PROHIBITION.** TRANSPORT COMPANY agrees that the Services provided pursuant to this Agreement shall be performed solely by equipment operating pursuant to TRANSPORT COMPANY's for-hire motor carrier operating authorities. TRANSPORT COMPANY expressly agrees not to broker, or subcontract shipments tendered by Ready to any third-party without first obtaining express prior written consent from Ready for each shipment. If TRANSPORT COMPANY subcontracts any portion of the Services to any third-party, regardless of whether it reserved authorization to do so and without limiting any other remedy of Ready, Ready may remit payment to the party actually performing the Services, which payment will relieve Ready of any obligation to pay TRANSPORT COMPANY with respect to such Services.

**14. SEVERABILITY.** In the event that any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in force and effect.

**15. ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part without the written consent of Ready. This Agreement may not be modified except in writing signed by both parties.

**16. GOVERNANCE.** This Agreement shall be governed by the laws of the state of Arizona and applicable federal laws. Any action or claims brought under this Agreement shall be brought and maintained exclusively in the courts of appropriate jurisdiction serving Maricopa County, Arizona and the parties hereby consent to the jurisdiction of such courts and waive any challenge to jurisdiction of or venue in such courts. The parties hereby waive any and all rights and remedies provided by Part B for Subtitle IV of Title 49 to the U.S. Code to the extent any such rights and remedies conflict with this Agreement.

**17. FINAL AGREEMENT.** This Agreement constitutes the final and complete agreement between the parties relating to the transportation of automotive freight by TRANSPORT COMPANY for Ready and this Agreement supersedes all prior negotiations, discussions and agreements, oral or written, relating thereto.

Ready's failure to enforce or insist upon any right or remedy under this Agreement, or any obligation of TRANSPORT COMPANY (including, but not limited to, any of TRANSPORT COMPANY's obligations with respect to required insurance coverages), shall not be deemed a waiver of Ready's right to enforce such rights, remedies or TRANSPORT COMPANY obligation.

**18. ATTORNEY'S FEES.** In the event of a breach of this Agreement by either party, the breaching party shall pay all attorney's fees and court costs incurred by the non-breaching party with respect to such breach whether or not suit is instituted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

an Arizona Limited Liability Company

**J & L INFINITY LOGISTICS, LLC**

By: J. Warner & L. Hill

Name: J. Warner & L. Hill

Title: Owners

Address: PO Box 3523

City/State: Newark, NJ

Zip Code: 07103

Phone: 973-888-9454

**TRANSPORT COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_