



Broker - Motor Carrier Agreement

Refrigeration Services Addendum

To be signed if Carrier is transporting refrigerated cargo

The following is an addendum (the "Addendum") to the Broker - Motor Carrier Agreement (the "Original Agreement") originally entered into as of _____ (the "Original Agreement Date") between **Sargent Trucking, Inc.** ("Sargent"), and _____ ("Carrier").

Carrier will provide adequate protection for preservation of perishable commodities against heat or cold, and will provide temperature controlled equipment. Carrier will operate the equipment at the temperature instructed verbally and confirmed in writing on the dispatch generated by Sargent. Unless specified otherwise by Sargent, the chart below provides the general guidelines. Agreed upon rates and freight charges include the cost of providing such equipment and protection.

Temperature Hierarchy	Unprotected Rate	Frozen Rate	Temperature Range on Bill of Lading
Shipment Protection Required			
<i>Unprotected (Dry)</i>	Yes	Yes	None
<i>Refrigerated</i>	No	Yes	26 to 35
<i>Frozen</i>	No	Yes	0 and below

Carrier requirements are but not limited to the following:

- Trailer must be clean and empty and in a food grade status at shipment appointment time. Carrier must clean the trailer when necessary to accomplish the food grade status.
- Carrier must provide an adequate supply of fuel and lubricants required for the intended normal operation of the unit(s) prior to appointment.
- Trailer must be pre-cooled to the appropriate level if the Sargent dispatch indicates a frozen or refrigerated commodity is to be picked up.
- Carrier shall maintain motor truck cargo liability insurance that includes coverage for mechanical breakdown or failure of refrigeration or heating units installed in or on Carrier's vehicles. Carrier's certificate of insurance must specifically state that the motor truck cargo liability policy includes such coverage, with the deductible shown.
- Carrier must notify a Sargent dispatcher immediately if the mechanical refrigeration unit becomes inoperable due to any reason and puts the commodity at risk of spoilage and to allow Sargent to assess the situation prior to contacting the customer.
- Carrier shall maintain all refrigeration and heating units in good condition. Such units shall be inspected by Carrier or a service company in accordance with the recommendations of the manufacturers or at least once every 30 days, whichever is more often. Carrier shall make any repairs and perform all corrective or preventive maintenance as specified by the manufacturer of the units. Carrier shall maintain records of such inspections, repairs and maintenance.
- In the event of loss, Carrier shall, as soon as commercially reasonable, provide Sargent with all records of inspections that relate to the loss and permit copies and abstracts to be made from them.



The effective date ("Effective Date") of this Addendum shall be the date of the final signature set forth below, and shall expire on the same date as the Original Agreement.

Sargent Trucking Inc.

Carrier

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sargent Trucking Inc.
PO Box 600
Mars Hill, Maine 04758
Phone: (207) 429-8106 FAX: (207) 429-8470

Address: _____

Phone: _____

Fax: _____

E-mail: _____