



We are currently adding to our Plus Power Fleet Division due to increased freight demands and diversifying our company profile. We are looking for carriers to run USA Truck trailers with USA Truck providing freight through our vast freight network, including drop and hook. Our Plus Power Division offers many benefits, but most importantly we offer a strong freight base and a large sales force. We are a dependable, stable company that pays your invoices in a timely manner. We offer 24/7 dispatch and trailer maintenance support. This program allows you to maintain your independence. There is no orientation required. Let us handle the hassle of loading your trucks day after day while you concentrate on safely hauling it and growing your business.

This is what you can expect:

- Access to a steady freight base with year round rates, hauling for our top customers: Amazon, Home Depot, Goodyear, just to name a few.
- Percentage pay plan: Standard rate is 76% of the gross. Dead head is paid \$1.00 per mile for any miles over 100.
- Two pay terms to choose from with direct deposit available: 10 day pay terms with no fee or Quickpay, 24-48 hours upon receipt of legible invoice and signed BOL, at 1.5% fee.
- Cash advance of up to 40% after loaded call.
- 24 hour dispatch and trailer maintenance support.
- Hitting our docks with USA Truck trailers which includes drop and hooks.
- Loads are preplanned 24-48 hours in advance to eliminate unnecessary sitting time.
- Increased turns per week and time management by utilizing our freight network and trailers.

This is what we need from you

- Completed Plus Power Packet which includes the Broker Carrier Agreement, Plus P Addendum, Equipment Interchange Agreement.
- Copy of your operating authority.
- Copy of your W-9.
- DOT Safety Score of "satisfactory" or "none".
- Copy of insurance certificate listing the following coverage:
 1. \$1,000,000 Auto Legal Liability
 2. \$100,000 Cargo Liability
 3. Trailer Interchange of not less than \$25,000
 4. Worker's compensation coverage (unless excluded by FMCSA)

This program is designed to keep the trucks you designate for Plus Power rolling consistently. Our experience as a major national carrier along with access to nearly every major shipper in the nation makes us the preferred place to turn when you need to keep your fleet moving.

Please contact me today for further details on how to get your truck rolling with USA Truck Plus Power Program!

Kimberly Dhaiti
USA Truck, Inc.
Office 479-471-2607
Fax 479-410-8199
Email Kimberly.dhaiti@usa-truck.com



TO BECOME AN ACTIVE PLUS POWER CARRIER WITH USA TRUCK, INC. THE FOLLOWING INFORMATION IS REQUIRED:

1. Broker / Carrier Agreement signed by carrier's authorized representative and approved by USA Truck, Inc. Any loads accepted shall be deemed transported pursuant to the terms of the attached contract until final signature is received on the same.
2. Certificate of Insurance with USA Truck, Inc. as Certificate Holder and listing the following coverage:
 - A. Cargo Coverage of not less than \$100,000.
 - B. Auto Liability of not less than \$1,000,000.
 - C. Trailer Interchange of not less than \$25,000
3. Copy of your Federal/ State Operating Authority
4. Copy of your signed W-9
5. Copy of your Hazmat Certificate if available

Name: _____

Phone Number: _____

Email Address: _____

Please submit a completed packet to the USA Truck, Inc Carrier Relations department for carrier approval. You may fax or email to one of the options below:

Fax: 479-410-8199

Email: PlusP@usa-truck.com



USA TRUCK CREDIT INFORMATION

Location Address

USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956

Mailing Address

USA Truck, Inc
PO Box 1326
Van Buren, AR 72957

GENERAL INFORMATION

Business Started:	1986	Federal TIN: 71-0556971
State of Incorporation:	Delaware	Authority Number: MC 161412
NASDAQ Trade Symbol:	USAK	Current D&B Rating: 5A2
DUNS Number:	10-365-8381	SCAC (alpha code): USIT
Main Fax Number:	479-410-8127	Accounts Payable Contact: Dena Cottrell (479) 471-2525
Web Address: www.usa-truck.com		Accounts Payable Email Address: Brokerage_AP@usa-truck.com

BANK REFERENCES

US Bank
AR-101-03-02
Van Buren, AR 72956
Phone#: 479-474-6801
Contact: Connie King
Acct.#: 151801124125

Bank of America
SL-AR-8992
200 West Capital Ave.
Little Rock, AR 72201
PHN: 501-378-1425
Contact: Tim Cummins
Acct.#: 004160993383

TRADE REFERENCES

National Distributors	Landstar Ligon	CW Express
Sellersburg, IN	Van Buren, AR	Charlestown, IN
Contact: Mike	Contact: Michael Rhodes	Contact: Steve
PHN: # 812-246-6306 ext. 552	PHN: # 479-410-t861	PHN: # 502-643-8869
Abco Transportation, Inc.	DMA Trucking	Landstar Ranger
Dade City, FL	Grand Prairie, TX	Chicago, IL
Contact: Sandy	Contact: Rosemary	Contact: Billy Zureikat
PHN: # 800-464-2226	PHN: # 214-336-8930	PHN: # 708-403-8700



USA Truck, Inc.



is a duly licensed property broker pursuant to the authority of the Federal Motor Carrier Safety Administration, having demonstrated to TIA its integrity and having successfully met the criterion of financial responsibility to the amount of \$250,000 through the TIABOND program.



Valid through September 2016— Bond 13386, with a limit of \$250,000

Michael Riccio
Chairman
TIA Services

Robert A. Voltmann
President & CEO
Transportation Intermediaries Association

This bond is underwritten by Avalon Risk Management and Southwest Marine and General Insurance Company.

Attention: Accounting Department

USA Truck Introduces a Faster Way for Carriers to get paid.



USA Truck has implemented TRANSFLO \$Velocity from Pegasus TransTech to send your documents with ease and more certainty than in the past. As our preferred delivery method, you will be able to get your trip information to us in a matter of minutes instead of days.

Benefits to You

- ✓ Get paid faster – no more waiting for the mail to deliver the documents
- ✓ Total control of your documents because you no longer hand your documents off to someone hoping they do not get lost.
- ✓ Keep your original paperwork until payment has been received.
- ✓ Ability to confirm that your invoices arrived for processing.
- ✓ You get a confirmation number immediately after sending so you know your documents have been sent.
- ✓ Eliminates the need to make copies before sending your documents.

To Participate

You need the following:

- A PC
- A local scanner or network scanner

Go to the link to download and install the program and use the Broker ID of USAKV. If you need additional assistance, please contact \$Velocity Customer Support at 866-503-5707.

www.transfloveLOCITY.com/download

BROKER/CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of ___, 20___, by USA Truck, Inc., 3200 Industrial Park Road, Van Buren, Arkansas 72956 ("USAT"), and _____ ("Carrier").

RECITALS

WHEREAS, USAT holds authority from the Department of Transportation as a freight broker under Certificate No. MC-161412; and,

WHEREAS, Carrier represents that it holds authority from the Department of Transportation as a contract carrier under Certificate No. MC-_____ and is duly authorized by appropriate federal, state or provincial agencies of the United States or Canada, or both, to transport freight as a contract motor carrier in interstate, intrastate and/or foreign commerce as required by USAT; and,

WHEREAS, USAT, as broker, desires to engage the services of Carrier as a contract carrier to transport certain commodities on behalf of USAT's customers (hereinafter "Customer" or "Customers") under contract with USAT, and Carrier agrees to perform said services:

WHEREAS, USAT's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

1. Term of Agreement: This agreement shall be for a period of one year from the execution hereof, and shall automatically renew for addition one (1) year periods; provided, however, that this Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the opposing party.
2. Commodity Transportation: USAT hereby engages the services of Carrier as a contract carrier to transport certain commodities on behalf of Customers under contract with USAT between points and places in the United States and/or Canada. Carrier agrees to transport such goods without delay pursuant to the terms of this Agreement, and to provide contract services as to scheduled deliveries, assigned equipment and specialized equipment as such services may require. Carrier and USAT agree that safe and legal operation of the Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, information from USAT or USAT's customers(s) with respect to any shipment at any time. Driving directions provided by USAT to Carrier or its drivers shall be considered for informational purposes only.
3. Operating Authority: Carrier shall provide copies of Carriers operating authority, as issued by the Federal Motor Carrier Safety Administration or any predecessor or successor agency or as required by any other applicable representative government agency of Canada or Mexico, upon execution of this Agreement and any amendment thereto within thirty (30) days of such amendment.
4. Scope of Contract: All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in writing signed by both Parties. All shipments tendered to Carrier by USAT shall be governed by this Agreement, and the terms and conditions of any bill of lading shall not be deemed to amend or modify this Agreement. Carrier shall make a best effort to invoice USAT within fourteen (14) days of a

For Carrier



shipment's delivery. USAT shall pay Carrier within thirty (30) days after USAT's receipt from Carrier of: (i) invoice showing USAT's order number; (ii) bill of lading referencing USAT's order number; (iii) signed delivery receipt; and, (iv) any other documents requested by USAT or Customer. Carrier acknowledges that USAT is solely responsible for payment of any freight charges due under this Agreement, and Carrier shall look solely to USAT for payment relating to services performed. USAT shall have no responsibility to pay any invoice received more than one hundred eighty (180) days from the date of a shipment's delivery

5. Carrier's Obligations:

- a.** Carrier shall be, and at all times relevant to this Agreement shall remain, registered with the Federal Motor Carrier Safety Administration ("FMCSA") and all other regulatory agencies as required by applicable Federal or state law, and shall retain such authority necessary to cover the commodities and geographical scope of all transportation provided under this Agreement. Carrier warrants that it will comply with all Federal safety regulations and shall remain compliant with the same.
- b. Receipts and Bills of Lading:** Each shipment received by Carrier shall be evidenced by a receipt or bill of lading acceptable to USAT and Customer, signed by Carrier and showing the kind, quantity and condition of the commodities received by Carrier. The receipt or bill of lading shall be *prima facie* evidence of receipt of such commodities by Carrier in good order and condition, unless otherwise noted on the receipt or bill of lading. To the extent any term or condition of the receipt or bill of lading conflicts in any manner with any term or condition of this Agreement, this Agreement shall prevail. All bills of lading and other shipping documents shall name Carrier as the transporting carrier. Under no circumstances shall Carrier prepare a freight document that lists USAT as "Carrier" or "Shipper." Documents for each of USAT's shipments shall name USAT as "Broker" and Carrier as "Carrier." If any bill of lading or shipping document identifies the parties other than as set forth herein, the document shall be deemed amended to reflect parties roles and relationships as set forth herein.
- c. Equipment and Drivers:** Carrier warrants that the equipment provided for carriage of freight under this Agreement shall be clean and free of contamination or infestation and that no equipment shall have ever been used to haul garbage, trash, or hazardous waste. Carrier further warrants that it shall, at its sole cost and expense, operate its motor equipment in a proper and lawful manner and shall maintain its equipment in good, safe and lawful operating condition at all times. Carrier shall, at its sole cost and expense, employ in the operation of its vehicles and equipment fully qualified personnel, shall procure and maintain such licenses and permits as are required by federal, state, or provincial authorities with respect to the transportation services to be provided, and shall comply with all laws and regulations applicable thereto. Carrier shall bear the cost and expenses of all fuel, oil, tires, parts, road service, maintenance and repair in connection with the use and operation of its equipment and which may be required to keep the equipment in good repair.
- d. Hazardous Materials:** USAT may tender hazardous materials shipments to Carrier. If such hazardous material shipment is accepted by Carrier then Carrier shall ensure that its employees, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. Carrier shall ensure that any driver dispatched to transport Hazardous Materials has the proper endorsements, insurance coverage and training to transport such loads in accordance with 49 C.F.R. § 172.704 and Part 397. If Carrier is not appropriately qualified to handle such hazardous materials, it shall so advise USAT before accepting any such hazardous materials for transportation. Carrier shall defend, indemnify and hold USAT and its Customers ("Indemnitee(s)") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, clean-up and all other

For Carrier



expenses to which USAT or its Customers may be subjected which arise from the transportation of hazardous materials by Carrier.

- e. Security Requirements: USAT is a participant in the Customs-Trade Partnership Against Terrorism ("C-TPAT", with U.S. Customs). Carrier warrants that it shall comply with the provisions of ("C-TPAT") to the extent necessary for USAT to remain compliant with such programs.
 - f. Customer Communication: Carrier shall have no communication by any means with USAT's Customer's for any reason including but not limited to payment disputes and Over/Short or Damage claims. Carrier agrees that breach of the provisions of this Section 5f constitutes a material breach of this Agreement whereupon Carrier shall be subject to a penalty of \$500.00. Carrier authorizes USAT to deduct said penalty from any Carrier invoice.
 - g. CARB Compliance: Carrier shall comply with all CARB (California Air Resources Board) policies and provisions and shall be responsible for any fines or penalties levied for non-compliance.
 - h. Additional Obligations: Carrier agrees to comply with any additional provisions that may be required by Customer relating to the transportation of its property, and delivery thereof including but not limited to requirements for temperature controlled shipments.
 - i. Food Safety: Carrier warrants and agrees to comply with all applicable state and federal laws and regulations regarding food safety.
6. Subcontractors: Carrier shall provide all services specified herein using its own employees and drivers and shall not subcontract with other motor carriers or entities to provide any transportation or other services under this Agreement. Carrier warrants that it will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity conduction business under a different operation authority, without prior written consent of BROKER. Such written consent shall be on a load by load basis and cannot be used by Carrier as blanket authority to subcontract transportation services. Carrier agrees that breach of the provisions of this Section 6 constitutes a material breach of this Agreement whereupon Carrier shall be subject to a penalty of \$500.00 in addition to any freight charges arising out of said breach. Carrier authorizes USAT to deduct from any Carrier invoice the freight charges, \$500.00 penalty and any documented cost, expense, fines or penalties incurred by USAT as a result of said breach. Where Carrier utilizes the services of other motor carriers or entities to provide transportation or other services under this Agreement, such subcontractors shall a) have such licenses and permits as are required by local, state, federal, foreign or provincial authorities for the lawful provision of the sub-contracted services, b) shall meet all the requirements imposed on Carrier by this Agreement, and c) shall have in effect the same insurance that Carrier is required to have as provided in this Agreement. Further, Carrier is and at all times shall act and assume the liability of a motor carrier, regardless of whether it holds brokerage authority and shall be solely responsible to pay such subcontractors any and all charges due to them, including without limitation freight charges; salaries; local, state and federal payroll and other withholding taxes, unemployment insurance; old age pensions; workers' compensation; social security and related protections and Carrier shall defend and indemnify Shipper and USAT from and against any and all claims made against Shipper and/or USAT by or on account of such subcontractors or any employee(s) or agent(s) thereof. In addition, Carrier agrees to hold Shipper and USAT harmless for any compensation due such subcontractors for services performed and Carrier shall remain responsible to Shipper for the full, proper, lawful and safe performance of this Agreement as though any such subcontracted service had been performed directly by Carrier. The contract between Carrier and any subcontractor performing services to Shipper shall contain the terms and conditions of this Agreement.
7. Independent Contractor: Carrier shall perform the services hereunder as an independent contractor and shall have exclusive control and direction of the persons engaged in providing transportation services pursuant to this Agreement. Carrier assumes full responsibility for all wages, insurance, workers' compensation, taxes, including withholding taxes, pensions and benefits of Carrier's employees during performance of services rendered under this Agreement.

For Carrier



8. **Indemnity:** Carrier shall defend, indemnify and hold USAT and its Customers ("Indemnitee(s)") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which USAT or its Customers may be subjected on account of bodily injury to persons (including injury resulting death) and loss of or damage to any property whatsoever (including cargo), violation of Law, any breach of the terms of this Agreement, or any other claim arising out of or in connection with the transportation of property under this Agreement by Carrier or the personnel, contractors, subcontractors or any other agent of Carrier. Carrier's obligation to defend, indemnify and hold USAT and its Customers harmless under this provision shall not in any manner be subject to any limitation on the amount or types of damages, compensation or benefits payable by Carrier or the contractors, subcontractors or other agents of Carrier under applicable worker's compensation acts, disability benefit acts or other employee benefit acts, and Carrier hereby specifically waives, and shall cause its sub-contractors to waive any immunity any of them may have under such acts. USAT shall defend, indemnify and hold harmless from all fines, costs, penalties, liabilities, and claims of every kind including attorney's fees, costs of suit, settlements, judgments, and all other expenses to which Carrier may be subjected on account of bodily injury to persons (including injury resulting in death) and loss of or damage to any property whatsoever (including cargo), violation of law, or any other claim arising out of or in connection with the sole gross negligence or intentional wrongful acts or omissions of USAT.

9. **Insurance:** Carrier shall, at its sole cost and expense, at all times during the term of this agreement have and maintain in full force and effect for any and all equipment utilized to provide services pursuant to this agreement and with reliable insurance companies acceptable to USAT Public Liability, Commercial Automobile Liability and Property Damage insurance coverages, each with a combined single limit of not less than one million dollars per vehicle per occurrence, Cargo insurance coverage of not less than \$100,000.00 per vehicle per occurrence with no exclusions, and Workers' Compensation Insurance coverage with limits not less than those required by applicable state, federal and/or provincial laws. In no event shall the Carrier's insurance coverages be less than the coverages required by the Department of Transportation and/or applicable state, federal and provincial laws, rules and regulations. USAT and Customer shall be named as additional insured's on all policies of insurance referenced herein, and as a loss payee with respect to cargo insurance, and shall receive a certificate so stating directly from the insurer. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice from the insurer to USAT. In the event such coverage evidenced by any such certificate is cancelled or reduced, Carrier shall procure and furnish USAT, before the effective date of such cancellation or reduction, a new certificate confirming to the above requirements. Should Carrier have knowledge that it's insurance may or has been cancelled, at any time for any reason whatsoever, Carrier must notify USAT immediately and Carrier shall not accept any further shipments. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Nothing in this agreement shall be construed to avoid Carriers liability due to an exclusion or deductible in any insurance policy. The insurance amounts in this Section 10 shall in no way limit the amount of Carrier's liability.

10. **Liability for Loss or Damage:**

a. **Liability.** Subject to the terms of this Agreement, Carrier shall be liable to USAT, and its Customers, as set forth in Title 49 United States Code §t4706 (the Carmack Amendment) and applicable common law, for any and all loss of the shipment due to loss of or damage (injury) to cargo transported pursuant to this Agreement, occurring while in the care, custody or control of Carrier irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or trans-border commerce originating at a point in and/or destined to a point in the United States or Canada). Any attempt by Carrier to limit their liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff (whether or not filed, published or independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise shall be deemed null and void. Carrier shall acknowledge receipt of all claims within thirty (30) days, and shall pay,

For Carrier



compromise or disallow all claims within (90) days of receipt. Carrier's failure to comply with this section 10a. shall be deemed an admission by Carrier of full liability for the amount claimed and a material breach of this Agreement. Any claims not resolved within ninety (90) days of the date of the claim may be offset by USAT from the amount otherwise owed Carrier by USAT.

- b. Over/Short and Damage: Carrier shall immediately notify USAT in the event a load arrives at the consignee with over/short or damage and Carrier will not leave the consignee until USAT provides them with further instructions. Carrier agrees that it shall be liable for any and all punitive and/or any other charges incurred by USAT or USAT's Customer for Carrier's failure to comply with this section or USAT's provided instructions.
- c. Salvage. In the event goods are damaged, USAT (in conjunction with Customer) may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. Carrier shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods without first obtaining the written consent and directions from USAT.
11. Overcharges and Undercharges: Except as otherwise expressly provided for herein, all claims for overcharge, undercharge and duplicate payment shall be processed as provided in 49 C.F.R. Part 378. The time limit for submitting of initial claims for alleged undercharges, overcharges or duplicate payments under the terms of this Agreement shall be one hundred and eighty (180) days from the date of receipt of the original invoice containing such disputed charges. Failure to submit a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of the same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.
12. Force Majeure: Non-performance caused by acts of God, act of government, fire, riots, wars, terrorism, strikes and labor disturbances beyond the control of the affected party shall be excused so long as the hindrance to performance exists. The parties will notify each other immediately upon incurring any Force Majeure condition that prevents performance under this Agreement
13. Notification of Accidents or Delay: Carrier will notify USAT immediately by telephone (USAT Accident Hotline # 800-334-0648) or email (SCSClaims@usa-truck.com) of any accidents, spills, theft, hijacking or delays that impair the safe and/or timely movement of any freight under Carrier's control. Carrier acknowledges that USAT and/or Customer may utilize alternate forms of transportation to facilitate the timely movement of any delayed shipment. In the event Carrier fails to complete any delivery undertaken and USAT and/or Customer is forced to make alternative transportation arrangements due to Carrier's delay, Carrier shall be responsible for any and all reasonable and necessary costs, charges, fees and expenses for alternate transportation services in order to remedy said delay. Carrier authorizes USAT to deduct from any Carrier invoice the costs, charges, fees and expenses for alternate transportation services.
14. Assignment: Neither USAT nor Carrier may assign its rights under this Agreement without the non-assigning party's prior written approval. Should an assignment be permitted pursuant to this clause, the assigning party shall remain liable under the terms of this Agreement to the same extent as it would be liable had the Assignment not occurred, and the assigning party shall not be relieved of its responsibilities or obligations hereunder.
15. Non-exclusivity: Unless otherwise agreed through a written amendment hereto, USAT and Carrier agree that this is a non-exclusive Agreement and that USAT may utilize other transportation service providers to fulfill the transportation needs of USAT and/or its Customers. In addition, Carrier shall be free to accept freight from entities other than USAT.
16. No Lien: Carrier shall have no lien, and Carrier hereby expressly waives its right to any lien, on any cargo or other property of, or tendered by, USAT or its Customers. As such, Carrier shall not withhold, retain or delay delivery of any freight due to a dispute with USAT or Customer regarding freight

For Carrier



charges or amounts allegedly due pursuant to this Agreement. Should Carrier file for bankruptcy protection or cease to operate, whether voluntarily or involuntarily, Carrier shall immediately contact USAT and make arrangements for the transfer of all cargo to USAT and/or pursuant to the direction of USAT. Carrier shall immediately provide all information and authority necessary for the timely transfer of the cargo so as prevent any delay in the delivery of the cargo.

- 17. Confidentiality:** Each party agrees that any and all information emanating from the other's business, and/or the business of any Customer, in any form, including any compilations or otherwise public information is Confidential and Proprietary Information. Each party agrees that it will not, during the term of this Agreement, or within three (3) years after the termination of this Agreement, permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees, agents or representatives who require such information for the performance of their obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party and/or the Customer, where applicable, or required by law.
- 18. Maintenance of Records:** Carrier agrees to maintain its records of transportation performed pursuant to this Agreement, and to preserve this Agreement, for a period of three (3) years following the last shipment transported by Carrier pursuant to this Agreement.
- 19. Non-Solicitation:** Except where mutual customers exist, Carrier hereby agrees that neither it, nor its affiliates, subsidiaries or agents, will knowingly and purposefully approach those customers initially introduced to it by USAT for the purpose of selling its services directly or accepting freight from the customer without the participation of USAT. The term "mutual customers" includes any customers with whom Carrier has had contact, either past or present, who also do business with USAT. Carrier agrees that neither it, nor its affiliates, subsidiaries or agents will, while the Agreement is effective and for a period of one (1) year following termination of this Agreement, directly solicit traffic from such customer -specific shipping origins and destination point-to-point lane combinations that were first tendered to Carrier by USAT (hereinafter "USAT Traffic"). Any new business, business offered in competitive bidding, business removed from USAT by customers, and any business of a customer not tendered by USAT to Carrier to haul, shall not be subject to this provision. If Carrier, its affiliates, subsidiaries or agents, at any time while this Agreement is effective or within one (1) year following termination of this Agreement, transports traffic as defined herein, USAT shall be entitled to a commission of thirty-five percent (35%) of the linehaul revenue received by Carrier on such USAT Traffic.
- 20. Governing Law:** This Agreement shall be executed by USAT in Van Buren, Crawford County, Arkansas and shall be construed and enforced according to the laws of the State of Arkansas, without regard to its conflict of laws principles, to the extent said laws are not inconsistent with any applicable federal laws. All controversies and claims arising hereunder shall be brought in the appropriate state or federal court having jurisdiction over Crawford County, Arkansas. Carrier specifically consents to the jurisdiction of said courts, and further consents to service by registered mail at its principal office address.
- 21. Entire Agreement:** This Agreement and any attachments hereto, represent the entire understanding and agreement between the parties and cannot be modified or amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein.
- 22. Severability:** If any part or provision of this agreement is determined to be unenforceable, such determination shall not affect the validity of any other provision herein. If any term in this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 23. Notices:** Any written notice required pursuant to this Agreement shall be delivered by certified mail, return receipt required restricted delivery to the party to be notified at the address set forth below, or to such other address designated in writing for such purpose.

For Carrier



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

USAT:
Attn: Corporate Counsel
USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956

Carrier:

BY:
Signature: _____

BY:
Signature: _____
Authorized Representative

Printed Name: Brandon Bridges

Printed Name: _____
First Last

Title: Director, SCS Administration

Title: _____

(initial here)
For Carrier



EQUIPMENT INTERCHANGE AGREEMENT

This Interchange Agreement is entered into between USA Truck, Inc. ("USAT") and _____ ("CARRIER") MC-_____, to allow utilization of USA Truck, Inc. trailers or containers or those of its customers (hereafter referred to as "equipment") loaded or empty, for the movement(s) of freight, as set forth below and described as "Permitted Use".

Equipment interchange under this agreement is to be performed solely in furtherance of services performed in conjunction with USAT. CARRIER agrees that any single line use by it of equipment interchanged under this Agreement will be limited to one in route repositioning movement only as specifically authorized by USAT, and further defined in paragraph 4 herein below ("permitted use"), or additional repositioning movements which may be added to this agreement by specific addendums signed by both parties and attached hereto sequentially and dated such as ("Addendum 1 – Effective Dates _____")

During such times as USAT's equipment is being transported by CARRIER's tractors or any tractors acting under its directions, CARRIER agrees to following terms and conditions:

- 1) CARRIER shall release, indemnify and hold harmless USAT and its customer for and against all loss, damage, liability, cost or expenses suffered or incurred by USAT or its customer arising out of or connected with injuries to or death of persons, loss or damage to property (including the interchanged equipment) and cargo arising out of the use, operation, or possession by CARRIER of USAT's equipment unless such loss is caused by the sole act or omission of USAT or its customer.
- 2) Upon acceptance of any piece of equipment pursuant to this Interchange Agreement, if damage is noted, CARRIER will execute an equipment receipt and inspection report noting all damages, or absence of damage, in the condition of or related to the safety of said equipment, including but not limited to, tires, brakes, air system and sliding tandem hook pins, etc. Said document will reflect the time and date that possession of trailer equipment is taken by CARRIER. Should CARRIER's inspection reveal any safety related defects, CARRIER will notify USAT before transporting the equipment.
- 3) Transportation of the equipment by CARRIER shall be deemed to indicate the absence of any safety related defects and CARRIER's acceptance of responsibility for the safe operation of the involved equipment.
- 4) CARRIER agrees to utilize any trailer, container or chassis within the limited scope set forth as "Permitted Use" in this Agreement and to return the said equipment to point of pickup, or such other point as USAT may direct, in good order and condition, ordinary wear and tear excepted. "Permitted Use" shall be defined as movement of USAT equipment:

Permitted Use: Power Only (+P) Moves-

- 5) Upon return of equipment, USAT or its agent or customer will execute an equipment receipt and inspection report showing the time of return and noting all visible damage, if any is present at time of return.
- 6) Should CARRIER utilize the equipment for any unauthorized purpose or movement, then CARRIER shall be responsible for all penalty and storage charges as set forth in paragraph 9 herein, as well as for all loss and damage to or destruction of lading and interchanged equipment while in CARRIER's possession and control.
- 7) CARRIER shall procure, at its expense; sufficient automobile and comprehensive general liability coverage to protect USAT and its customers in amounts not less than the following: \$1,000,000 bodily injury or death per occurrence; \$1,000,000 property damage; \$100,000 all-risk cargo liability, and \$25,000 trailer interchange. USA Truck, Inc., shall be named an additional insured under all coverages and policies stipulated in this Agreement.

The coverage provided under the cargo policy required herein shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to reasonable cargo loss and damage claims. A copy of all exclusions from the cargo policy must be provided by the insurance carrier. A certificate of insurance specifying such coverage will be furnished to USAT and shall provide that the insurance company provide notice thirty (30) days in advance of any change in coverage under such provisions to be contained on the Certificate of Insurance. Provided, however, CARRIER shall be responsible for all deductibles, and not

withstanding any provision of this paragraph, it is understood and agreed that the liability assumed by CARRIER hereunder shall not be limited to the insurance coverage stipulated herein. CARRIER's cargo insurance policies shall not exclude coverage for infidelity, fraud, dishonesty, or criminal acts of CARRIER 's employees, agents, officers or directors. If said policy contains such exclusions, CARRIER shall obtain and furnish a policy extension or surety bond providing such coverage to the satisfaction of USAT.

Insurance provided by CARRIER hereunder shall also apply to and cover losses or liabilities occasioned by any and all subcontractors or independent contractors of any tier utilized by CARRIER. Certificates of insurance provided to USAT shall specify such application and coverage for sub-/independent contractors. CARRIER agrees that breach of the provisions of this paragraph constitutes a material breach of this Agreement whereupon USAT may, upon notice, immediately terminate this Agreement.

- 8) CARRIER is not to perform any maintenance on any trailer without the approval of USAT.
- 9) A charge of \$500 per trailer or container per day for each instance of use by CARRIER which does not strictly comply with the Permitted Use granted by this Agreement (paragraph 4) in addition to any storage fees, charges, costs or other expenses provided for herein or incurred by CARRIER relating to any other use or misuse of Equipment. Payment for any penalties assessed shall be remitted by CARRIER within 15 days from date of invoice of such charges.
- 10) CARRIER agrees not to use other motor carriers, or brokers, or to use "substituted services" for the work to be performed hereunder for USAT (and its Customers). Trip leasing shall not be allowed hereunder. Should CARRIER violate any of the prohibitions contained in this section, CARRIER agrees that it shall be fully liable for any loss, damage or delay to USAT's Customer's Commodities, and any and all liabilities, losses, claims, costs, damages, and injuries (including death) incurred in transit to the same extent that CARRIER would be liable if it performed the transportation directly. Further, should CARRIER use other motor carriers / "substituted services" or broker movements tendered by USAT, such action shall constitute "non-permitted use" as defined herein and shall subject the CARRIER to a penalty of \$500 per trailer or container per day for each occurrence. Such penalty shall not be a limitation of remedies available to USAT.
- 11) This Agreement is intended to provide for the interchange and/or interline of equipment only and does not otherwise alter or amend any contract of haul between the parties. CARRIER further agrees, that if performing in the capacity of a dray carrier, that all loads tendered are on an "as needed" basis and nothing contained herein, nor any course of dealing between the parties, shall guarantee any volume of any kind or constitute any commitment whatsoever to utilize the services of such dray carrier.
- 12) This Interchange Agreement is to be construed in accordance with the general principles of federal transportation laws, rules and regulations otherwise applicable to motor common carriers, the laws of the State of Arkansas, and, where applicable, consistent with the Uniform Intermodal Interchange and Facilities Access Agreement prepared and administered by the Intermodal Association of North America.
- 13) This Agreement may be canceled by either party with thirty (30) days prior written notice.

Agreed to for:

Agreed to for:
USA Truck, Inc.

Sign: _____

Sign: _____

Name: _____

Name: Brandon Bridges

Title: _____

Title: Director, SCS Administration

Date: _____

Date: _____

PLUS P ADDENDUM

The Parties hereto are participants in a Broker/Carrier Agreement dated _____ setting forth the terms and conditions governing the duties and responsibilities when USA Truck (USAT), is acting in its capacity as a freight broker. This Addendum to such Agreement shall set forth additional terms and conditions for the purposes set forth herein and shall be effective on the date of last signature hereto.

RECITALS

WHEREAS, USAT is a company with authority issued by the Department of Transportation to perform services as a Motor Carrier and as a Transportation Broker, under Permit # 161412.

WHEREAS, Carrier, is a Motor Carrier with authority issued by the Department of Transportation to perform Contract Carriage under Permit # MC-_____, which owns or controls tractor power units.

WHEREAS, USAT from time to time has a need for additional tractors to pull equipment consisting of trailers and containers owned or controlled by USAT.

WHEREAS, Carrier, from time to time, has a need for load tenders from USAT which have favorable payment terms, rates, and consistent routes.

NOW, THEREFORE, in consideration of USAT's offer of services, shipment tenders with favorable payment terms and rates, given to Carrier in exchange for Carrier's agreement to provide use of its power equipment, labor and carriage services for the movement of shipments of goods on trailers or containers owned or controlled by USAT the Parties hereby agree as follows:

1. **Relationship of the Parties:** The Parties agree that Carrier, when acting in the capacity of a Plus P provider, will provide interline services for USAT as an independent contractor. All duties and obligations assumed by Carrier in the Broker/Carrier agreement will continue to be applicable when Carrier is contracted as an interline carrier for the Plus P program except as set forth herein. Therefore, the Parties specifically agree that any references in the Broker/Carrier Agreement, where USAT is referred to as a broker, shall be interpreted to mean "interline provider" when Carrier is pulling a USAT trailer or container with its own Power Unit under the Plus P program. In the event of any conflicting terms between this Addendum and the Broker/Carrier agreement, the terms of this Addendum shall govern and control.

In addition to those terms and conditions, the Parties agree to the additional terms and conditions set forth in this Addendum. In the event of conflicting or inconsistent terms between the terms of the Broker/Carrier Agreement and the terms of this Addendum, the terms of this Addendum shall govern and control for all shipments tendered or billed under the Plus P program.

No provision of this Addendum or any act or omission of either party shall be construed to establish, or imply any joint venture, partnership, principal/agent relationship, employer/employee relationship or other such relationship implying a lack of independent operation by Carrier. Carrier shall provide sole supervision and control over the operations of its employees, personnel, contractors, subcontractors, and their agents. In addition, Carrier shall maintain control over its equipment, vehicles, and property. Carrier shall operate under its own authority and shall have the absolute right to refuse any shipments offered by USAT.

2. **Additional Insurance:** Carrier shall procure and maintain, at its own cost, the following insurance coverage. To the extent the coverage requirements set forth herein exceed those coverage required under the Broker/Carrier Agreement, the coverage levels contained herein shall govern and control:

- a. Automobile Liability insurance for bodily injury (including injury resulting in death) and loss of or damage to property, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and extending to "Any Auto" or "All Owned, Hired, and Non-Owned Autos."
- b. General Commercial Liability insurance, in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.
- c. Cargo Legal Liability insurance coverage in the amount of One Hundred Thousand (\$100,000)
- d. Equipment interchange insurance in the amount of Twenty-Five Thousand dollars (\$25,000) per interchange.

3. **Equipment Availability:** Carrier will, subject to its right to refuse any shipments, in consideration of USAT's offer of shipment tenders with favorable payment terms, rates, and consistent routes, provide power equipment and service to USAT. The Parties agree that this is not an exclusive agreement and that Carrier is free to accept freight tenders from other Parties, and USAT is free to utilize other carriers.

4. **Interchange of Equipment:** Carrier will at all times comply with the terms of the equipment interchange terms and conditions attached hereto as Exhibit A to this Addendum.

5. **Shipment Status:** In addition to the notice provisions in the Broker/Carrier Agreement, Carrier agrees to provide periodic updates to USAT on shipment status, and notice of the location where trailers are spotted. Such status shall be communicated to USAT by phone, fax, or e-mail. All accidents must be communicated to USAT immediately.

6. **Compensation and Payment:** In Lieu of the payment terms set forth in Section 4 of the Broker/Carrier Agreement, USAT agrees to provide priority payment for Carrier's services as set forth in Exhibit B to this Addendum.

7. **Additional Services:** USAT agrees to offer the services as shown on Exhibit C to Carrier for the additional fees detailed therein in order to assist Carrier in its performance of services for business tendered by USAT. Such services may be purchased on a per diem basis to improve Carrier efficiencies.

_____ (initial here)
For Carrier



IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Addendum to the Broker Carrier Agreement between the Parties, which shall be effective as of the date of last signature as set forth below.

USAT:
USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956

Carrier:

Sign: _____

Sign: _____

Brandon Bridges
Printed Name

Printed Name

Director, SCS Administration
Title

Title

Date

Date

(initial here)
For Carrier





USA TRUCK

Payment Terms and Options for Plus P Capacity Carriers

USAT agrees to pay the undersigned Plus P Capacity provider ("Carrier") within ten (10) days of its receipt of a correct invoice, load confirmation, delivery receipt and trailer inventory receipt. Carrier may also elect to participate in the Flex Capacity Quick Pay Program. Under the Quick Pay Program, payment will be available within 48 hours of Carrier's receipt of a correct invoice, load confirmation, delivery receipt and trailer inventory receipt. The Quick Pay program requires the load to be free and clear of any O.S.&D claims and receipt of all required paperwork by no later than 15:00 CST to process for payment the following day. The administrative fees for the Quick Pay Program are as follows:

Administrative Fees = 3% of the total invoice with no minimum charge

Carrier Selects the following Payment Option:

10 day Terms _____
Initials

Quick Pay _____
Initials

USAT:
USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956

Carrier:

Sign: _____

Sign: _____

Brandon Bridges

Printed Name

Printed Name

Director, SCS Administration

Title

Title

Date

Date



EXHIBIT C

Direct Information Transmittal: USAT can provide Direct Information Transmittal for Plus P Providers in order to facilitate faster and more efficient communication between USAT and Providers. It is understood by the Parties that such services are optional and not required for Plus P Providers. However, such services are available to Plus P Providers in order to assist them in obtaining more load tenders from USAT.

The fee for Direct Information Transmittal Services shall be \$2.00 per load and shall be deducted from the payment of each invoice.

Carrier acknowledges that it is not required to purchase Direct Information Transmittal services and that it is not under any direction or control from any dispatcher employed by USAT, and that neither Carrier nor any of its employees or drivers are required to follow any directions or advice from a USAT employee dispatcher. Direct Information Transmittal services may be discontinued at any time at the option of the Carrier.

Information Transmittal Services requested Yes _____ No _____

Carrier/Plus P Provider

Sign: _____

Dated _____





Attention: Accounting Department
Brokerage_AP@usa-truck.com

EFT Authorization

_____ (Company) sells goods and/or services to USA Truck, Inc. USA Truck, Inc. desires the flexibility to make payments for such goods and/or services by electronic funds transfer (EFT) through the Automated Clearing House (ACH) system and Company agrees to grant such flexibility.

Therefore Company hereby (1) authorizes USA Truck, Inc. to make payments for goods and services by EFT, (2) certifies that it has selected the following depository institution, and (3) directs that all such Electronic Funds Transfers be made as provided below:

Beneficiary Account Name			
Banking Institution Name		Type of Account (Checking or Savings)	
Bank Address			
City	State	Country	Zip Code
Bank Phone Number		Bank Fax Number	
ABA/Routing Number		Account Number	
Name on Bank Account, if different from above			

I authorize USA Truck, Inc. and the banking institution listed to deposit funds automatically to the account listed above. If funds to which I am not entitled to are deposited into said account, I authorize USA Truck, Inc. to direct the banking institution to return said funds. This authority will remain in effect until cancelled in writing. I understand that the supplier is responsible for any fees charged by its bank for this service. Company will give thirty (30) days advance notice in writing to USA Truck, Inc. of any changes in its depository institution or other payment instructions. My signature below authorizes our bank representative to verify our account information to USA Truck, Inc. I certify the above to be true and correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

- Contact Name: _____
- E-Mail Address: _____
- Phone Number: _____