

CORPORATE INFORMATION

Who We Are:

Pistoresi Logistics is a non-asset based provider of logistics, consulting, and transportation services throughout North America, Mexico and Canada. We are a team of dedicated employees and a premiere network of independent agents. By utilizing Pistoresi logistics, customers gain many benefits including competitive pricing, flexibility and years of transportation experience.

What We Do:

Our specialty is to provide full truckload services for customers who have equipment needs for Dry Van, Refrigerated, Flat-Bed or Step-Deck equipment. Our continuing goal is to aggressively match our customer's needs with the many services of our select carrier partners.

- Full Truckload Services
 - LTL Services
 - Pallet Pricing and per 100 weight rates.
 - Dry Vans & Refrigerated
 - Canada / Mexico
 - Flat Beds, Step Decks and Containers
 - Time Sensitive and Expedited Services
 - Heavy Hauling and Over Dimensional Freight
-

Our Commitment:

At Pistoresi Logistics our commitment is to our partners, customers, vendors, and employees. It is our belief that we reap what we sow; because we live by this philosophy, those that we have the pleasure of working with can be assured of our integrity.

Pistoresi Logistics Group Company Info:

FED ID #.....-47-5297627
SCAC.....PLJI
MC#..... 938774-B
BANK..... Heritage Bank Toppenish, WA
A/P mary@pistoresilogistics.com//chris@pistoresilogistics.com

**** TRADE REFERENCE AVAILABLE UPON REQUEST: ****

PISTORESI LOGISTICS LLC

P O Box 791 Toppenish, Wa 98948 Toll Free 844-660-7500 local 509-865-4577 Fax 509-865-6572

CARRIER INSTRUCTIONS

IMPORTANT INSTRUCTIONS

PISTORESI LOGISTICS LLC is a full service Logistics Provider. We specialize in Full Truckload and Partial Truckload Services in The United States, Canada and Mexico. Our freight is considered time sensitive, meaning that on-time pickup and delivery is very important.

Our goal is to provide a beneficial business relationship between our carrier partners, whereas, you can depend on us for good quality loads that pay higher than the average and receive timely payment for your services. On the other hand, we need your cooperation and commitment as well. We need accurate information and timely responses. We also require the following:

All Drivers must speak to an PISTORESI LOGISTICS dispatcher at the following times:

To be dispatched

When the driver is loaded at the assigned shipper

En-route if there are any problems or if there is going to be a delay

At the consignee, when the driver is unloaded or when empty

We will not be able to dispatch your truck until all paperwork is signed and returned to us.

Invoices along with signed rate confirmations and all BOLs should be mailed, fax, or emailed to the following:

PISTORESI LOGISTICS LLC
P.O. Box 791
TOPPENISH, WA 98948
TOLL FREE 844-660-7500
LOCAL 509-865-4577
509-865-6572 (Fax)

PISTORESI LOGISTICS LLC

P O Box 791 Toppenish, Wa 98948 Toll Free 844-660-7500 local 509-865-4577 Fax 509-865-6572

CARRIER PROFILE ANALYSIS

CARRIER NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO PO BOX: _____

CITY/STATE/ZIP: _____

DISPATCHER NAMES: _____

EMAIL ADDRESS: _____

TOLL FREE NUMBER: _____

REGULAR PHONE NUMBER: _____

FAX NUMBER: _____

MC NUMBER: _____

FEDERAL TAX ID: _____ SCAC CODE: _____

DATE INSURANCE EXPIRES: _____ NUMBER OF TRACTORS: _____

NUMBER OF DRY VANS: _____ NUMBER OF FLAT BEDS: _____

NUMBER OF REEFERS: _____

DOES YOUR COMPANY FACTOR? (CHECK ONE) YES [] NO [] If yes please provide information for the Factoring Company.

PREFERRED LANES: (Please tell us how we can help you re-load your trucks.)

FROM: _____ (City/State) TO: _____ (City/State)

FROM: _____ (City/State) TO: _____ (City/State)

FROM: _____ (City/State) TO: _____ (City/State)

FROM: _____ (City/State) TO: _____ (City/State)

PISTORESI LOGISTICS LLC

PO BOX 791 TOPPENISH, WA 98948 TOLL FREE 844-660-7500 LOCAL 509-865-4577 FAX 509-865-6572

STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY

STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY Between A MOTOR CARRIER BROKER AND A MOTOR CONTRACT CARRIER

THIS agreement made this _____, 20____, by and between _____ of _____ herein referred to as "Carrier," as evidenced by MC number _____ and Pistoresi Logistics LLC., a Washington LLC with its principal office located at 127 Gunnyon Rd Toppenish, WA 98948, herein referred to as "Broker". Carrier and Broker agree and contract as follows:

1. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment at least one shipment annually, subject to the availability of suitable equipment.
2. Each shipment tendered to Carrier pursuant to this agreement shall be to Carrier as a Motor Contract Carrier. Carrier shall not use any substitute service to provide the transportation service and warrants and agrees that no shipment shall be re-brokered. In the event Carrier uses substitute service or re-broker's a shipment, there shall be no obligation by Broker to pay Carrier's charges. If Carrier's freight charges have been paid and a claim for freight charge is made by the party that provided the substitute service against Broker, Shipper, Shipper's Agent and/or the Consignee, Carrier shall be required to defend, indemnify and hold harmless Broker, Shipper's Agent, Shipper and/or Consignee against any such claim including all attorney's fees and Broker is authorized to pay for said substitute services and deduct the amount paid from any amounts due to Carrier for other transportation services provided pursuant to this Agreement.
3. Carrier shall provide and maintain at its sole cost and expense, cargo and liability insurance for injury to or death of persons, damage to property, loss or theft or property, delay and such other standard provisions with a combined single limit of not less than \$750,000 per occurrence. Carrier agrees to provide Broker a certificate of insurance listing Broker as certificate holder prior to transporting or assigning the load to the Carrier's driver. Carrier agrees it is responsible for all cargo hauled for Broker at the full replacement value based off of the original invoiced amount. Carrier shall require its insurance provider to supply Broker with a written 30 day notice prior to insurance cancellation. Carrier also shall provide Workers' Compensation insurance as required by applicable law or regulation.
4. Broker agrees to pay Carrier for transportation of freight moved under this Agreement according to the rates mutually agreed to at the time of booking. In addition, Broker shall confirm the verbally agreed upon rates to Carrier prior to the freight movement in the document known as the "Rate Confirmation." If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed upon charges for the movement, unless Carrier indicates to the contrary to Broker within thirty (30) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and later confirmed in writing, or as established by the payment of the invoices together with the underlying freight bills shall be deemed appendices to and considered part of the rate agreement. Carrier agrees to invoice broker in a timely manner and will enclose a copy of the signed rate confirmation, Proof of Delivery, Bill of Lading, lumpsum receipts (if applicable), or any other documentation that may be required by Broker.
5. Carrier agrees to comply with specific instructions from the shipper or consignee by way of Broker or by direct communications with the shipper at the time of loading or while en-route and shall provide when requested, protective service, multiple stops, direct dispatch, drop shipments, inside deliveries, spotting trailers and expedited shipments. Carrier, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Carrier shall not cause or permit any shipment tendered hereunder to be transported on any non owned company equipment without the prior written consent of Broker.

Initials _____

revised date: 08.22.14

6. Carrier represents and warrants that Carrier is now and at all times hereafter will be qualified and duly and lawfully authorized to conduct all the services and to transport all product hereunder. To the extent of information available to Carrier, Carrier shall immediately notify Broker of any change in such status. Carrier shall strictly comply with all applicable federal and state D.O.T. regulations as well as all other laws and regulations pertaining to the operations of a motor carrier. Carrier shall hold a safety rating from FMCSA of "Satisfactory" and shall promptly advise Broker in the event that its rating is changed to any rating other than Satisfactory. Carrier shall ensure that reported Safety Measurement System ("SMS") scores are below the intervention threshold for all Behavior Analysis and Safety Improvement Categories ("BASICS").
7. All loss and damage claims shall be processed according to federal D.O.T. regulations. In no event shall either party be liable for special, incidental, punitive and consequential damages that relate to loss, damage or delay to a shipment or for any other reason. No writing of any description including a filed tariff shall be competent to show that there has been a waiver within the meaning of 49 USC 14706(c) unless the same shall have been actually signed by an officer of Broker and/or the Shipper, Shipper's agent or Consignee. All cargo claims will be filed and processed in accordance with 49 CFR Part 370 (the Carmack Amendment). Claims for loss or damage must be filed within 3 months after the scheduled delivery of the property.
8. Carrier shall be solely responsible for the cargo shipped from the time the shipper releases it to Carrier until it is delivered and received by the consignee. Carrier agrees that Broker has no role in how any cargo is loaded, transported, delivered or unloaded. Carrier assumes the liability standard applicable to a motor common carrier as provided in the Title 49 of the United States Code and the U.S. Code of Federal Regulations.
9. Carrier shall be responsible and agrees to hold Broker harmless from and indemnify Broker for any and all personal injury, property damage, loss, claim, injury obligation or liability arising from Carrier's actions, omissions, behavior or transportation pursuant to this Agreement and to hold Broker's clients harmless and indemnify Broker's clients for all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carrier's actions, behavior or transportation pursuant to this Agreement.
10. Carrier shall issue a Bill of Lading in its own name and will bill all charges for transportation services directly to Broker and, together with the bill, shall provide Broker with a copy of the signed Bill of Lading and Delivery Receipt. Broker agrees that it will pay all such freight bills within twenty-eight (28) days from the postmarked date of Carrier's invoice, provided there was good and timely delivery of the cargo, and neither the shipper, nor the consignee, has notified the Broker of any claim arising from the transportation of the shipper's goods.
11. Carrier agrees to support and protect Broker's efforts in performance of this Agreement by making no direct contact or solicitation of Broker's customers. During the term of this Agreement and for a period of one (1) year after the termination of the Agreement, Carrier, its officers and directors, shall not directly or indirectly, solicit or do business of a transportation nature with any of Broker's customers who are serviced by Carrier. If the Carrier breaches this provision, Carrier shall be liable to Broker for all of Broker's lost income, based on a 30% calculation of the previous 12 months of business.
12. The relationship of Carrier to Broker shall be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection of the payments to Carrier from customer. Carrier agrees that it will look only to Broker for payment. Broker is liable only to carrier for the payment of loads that the customer, shipper, consignor has paid the Broker. Broker and Carrier agree that Broker is a separate and distinct entity from Carrier, and the persons operating vehicles and equipment for Carrier are not, and shall not be, the employees of Broker.
13. All provisions of this Agreement separate and divisible and in the event that any provision or clause is deemed unenforceable, the remainder of this Agreement shall remain in full force and effect.
14. Carrier agrees that Broker's compensation, hereunder for its services, is confidential and need not be disclosed to Carrier. Carrier further agrees that it will not reveal to anyone the terms of the agreement, the pricing of transportation services, or any other detail of the business conducted between Carrier and Broker. Carrier and Broker further agree that all documents, forms, rate sheets, form bills of lading, reports, memoranda, drawings, specifications, photographs and other tangible information provided by Broker to Carrier shall remain confidential and shall not be shared with third-parties, or used for other transactions, and remain the valuable property of Broker, and be returned to Broker upon termination of this Agreement.

Initials _____

revised date: 02.01.14

15. This Agreement represents the entire agreement between the parties and shall only be amended in writing signed by both parties. This contract shall supersede all prior agreements, written or oral, including the Bill of Lading. The terms of any subsequent signed rate confirmation, Bill of Lading or Proof of Delivery shall be subordinate to the terms and conditions of this Agreement.
16. It is understood and agreed between the parties to this Agreement that this is a non-exclusive agreement. Carrier shall be free to accept freight for transportation from customers other than Broker. Broker shall be free to tender freight for transportation to motor carriers other than Carrier.
17. The parties agree that this Agreement was entered in the City of Toppenish, the State of Washington, whose courts shall have jurisdiction and venue for any litigation arising from this Agreement. Carrier agrees to pay all the Broker's costs of enforcing this Agreement including, but not limited to, its attorney's fees.
18. This Agreement shall be effective continuously and remain in effect until either party terminates it with no less than thirty (30) days written notice. Carrier may not assign this Agreement to another party without the express written consent of the Broker.

The parties acknowledge and agree that it is standard in the industry to transmit this Agreement between parties by facsimile (fax) or email for the completion of signatures, and agree that all shall have the same full force and effect as an original document.

The party executing of this Agreement represents that he or she has the authority to do so on behalf of the party that they represent.

 Authorized Carrier Signature

 Print Name

 Date:

 PISTORES I LOGISTICS LLC

 Print Name

 Date:



PISTORESI LOGISTICS

127 Gunnyon Road, Toppenish, WA 98948 (844) 660-7500 phone/509- 865-6572 Fax

CONTACT INFORMATION

PISTORES LOGISTICS

P.O. BOX 791

TOPPENISH, WA 98948

WATTS-(884)660-7500

LOCAL-(509)865-4577

FAX-(509)865-6572

WEBSITE

EMAIL- chris@pistoresilogistics.com

MC# 938774

EIN# 603551408

SCAC- PLJI

ACCOUNTING CONTACT

MARY PISTORESI

mary@pistoresilogistics.com

NELLO PISTORESI & SON INC.

P.O. BOX 432

TOPPENISH, WA 98948

WATTS- (800)-572-8525

LOCAL- (509)-865-2141

FAX-(509)-865-6572

Email- david@nellopistoresi.com

MC# 127922 US DOT# 43781

EIN#

SCAC- PNEO

DAVID PISTORESI

david@nellopistoresi.com

PISTORESI LOGISTICS

127 Gunnyon Road, Toppenish, WA 98948 (844) 660-7500 phone/ (509) 865-6572 Fax

BANKING INFO

HERITAGE BANK

ACCOUNT# FOR PISTORESI TRUCKING-100503186

DENNIECE POLLOCK

ACCOUNT # FOR PISTORESI LOGISTICS-100637654

TOPPENISH, WA 98948 (509)865-2511

REFERENCES

AB FOODS

ATTN: SHAWNA BARNES

P.O. BOX 832

TOPPENISH, WA 98948

(509)865-0671

TREE TOP

ATTN: LONNIE RODGERS

P.O. BOX 248

SELAH, WA 98942

(509)698-1581

FIESTA FOODS

ATTN: KEVIN CLARK

115 S 10th AVE

PASCO, WA 99301

(509)318-5103

INTERSTATE MEATS

ATTN: BRIAN CHARLES

P.O. BOX 298

CLACKAMAS, OR 97015

(503)656-0633

WINCO FOODS

ATTN: MATT ROSEN

650 N ARMSTRONG PL

BOISE ID 83704

(208) 672-2046

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT

USER ID: SCHANSILA
TRANSMISSION NUMBER: WEB46324
TRANSMITTED ON: 10/15/2015 13:38:37
COMPANY NAME: AMERICAN CONTRACTORS INDEMNITY COMPANY
SUBMITTED BY: AMERICAN CONTRACTORS INDEMNITY COMPANY (21292-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-938774	BMC-84/SURETY	1001043976	10/13/2015	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: PISTORESI LOGISTICS LLC
Address: 127 GUNNYON RD
TOPPENISH WA US 98948
PO BOX 791
TOPPENISH WA US 98948

91X Coverage(Type/Max/Underlying):

Total: 1



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
October 30, 2015

LICENSE

MC-938774-B

U.S. DOT No. 2820887
PISTORESI LOGISTICS LLC
TOPPENISH, WA

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). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO