



CHICAGO PRIME PACKER'S (CPP) SHIPPING AGREEMENT

(Shipping receipt of property to be transported)
Original – Not Negotiable

312.224.2737 | accounting@chicagoprime.com

This CPP Shipping Agreement is made and entered on _____, 2020, by and between Chicago Prime Packers, Inc. (CPP) and _____ (Broker/Carrier), (collectively, Parties).

1. Subcontracting

Broker/Carrier agrees and represents that it shall only utilize carriers and/or trucking companies properly licensed and insured to carry and transport perishable food products for human consumption with respect to the transportation of products consisting principally of, but not limited to, beef, veal, pork, lamb and fish (Product) covered by this Shipping Agreement. Permission to utilize the services of each subcontractor is in the sole discretion of CPP. In order for CPP to consider granting such permission, the Broker/Carrier must incorporate by reference this Shipping Agreement into its contract with each Subcontractor and transmit a copy to CPP.

2. Nature and Condition of Product to be Shipped

The Product being shipped is principally, but not limited to, protein for human consumption. The Product must be stored in refrigerated trucks and/or refrigerated storage structures. The Product must be kept so that it remains wholesome and merchantable for human consumption as required by the standards set by the United States of America. The Product must be kept at one of two specified temperature ranges: (1) "Frozen," which means it must be maintained at all times between -10°F to 0°F; or (2) "Fresh," which means it must be maintained at all times between 26°F to 28°F. At the completion of shipping, and no later than forty-eight (48) hours after completion of delivery, Broker/Carrier and any and all of its Subcontractors shall send electronically to CPP at joe@chicagoprime.com all refrigeration records regarding the Product.

3. Broker/Carrier and Subcontractor Duties Regarding Product at Delivery

Each Broker/Carrier's and any Subcontractor's driver(s) must be present and view the Product while it is loaded on or off of a truck. The Broker/Carrier/Subcontractor's driver(s) must use an infrared handheld thermometer and periodically, and at the time of unloading, take the temperature of a representative sample of the Product in its boxes, crates or combos from the nose, center and tail of the trailer and truck, and any boxes, crates or combos that the Buyer deems unacceptable. Each Broker/Carrier/Subcontractor's driver(s) must also look for cases/boxes that are damaged including but not limited to those that are slumped, torn, wet or bloody. If such damage is observed and/or the temperature of the product is not as set forth in this Shipping Agreement, then the Broker/Carrier and/or Subcontractor must immediately notify CPP within one (1) hour of such occurrence by telephone 312-670-7072 AND text 262-745-6280 and email; joe@chicagoprime.com. The Broker/Carrier and/or Subcontractor must have a conversation with CPP at which point CPP will give instructions as to what must be done. A voicemail message is not in compliance with this Shipping Agreement; there must be an actual timely conversation.

4. Order Details

Carrier :

Order Number:

Product Description:

Shipping Temperature (Fresh or Frozen):

Delivery/Purchaser Contact:

Pick up Date:

Delivery Date:

Total Weight:

Pallets:

Cases:

Shipping Rate/Cost:

Pick-Up Address:

Delivery Address:

5. Liability of Broker/Carrier and any Subcontractor(s)

Once the Product is in the possession of Broker/Carrier's and any Subcontractor(s), it is their sole responsibility. Should the Product not be maintained at the contractually-agreed temperature, be damaged, or rendered unwholesome and/or not merchantable for human consumption and/or otherwise rejected by the buyer, Broker/Carrier and any Subcontractor(s) shall pay to CPP the full sales price of the Product that CPP was to be paid by buyer. Broker/Carrier and any Subcontractor(s) also agree that CPP shall be reimbursed for any shipping costs that have been paid to the Broker/Carrier and any Subcontractor(s). These payments for the full sales price and shipping costs shall be paid to CPP via ACH within 20 days from the date of delivery. (It should be noted that if the buyer rejects the shipment for any reason, justified or not, Broker/Carrier and any Subcontractor(s) must immediately contact CPP as set forth in paragraph 3 above.) Ownership of the Product upon payment to CPP will be transferred to the Broker/Carrier. If CPP suffers other damages as a result of Broker/Carrier and/or its Subcontractor's failure to deliver the Product to the buyer in a timely fashion, then Broker/Carrier and its Subcontractor(s) will also be liable for those damages.

If Broker/Carrier and any Subcontractor(s) fails to pay all or any portion of the sales price, costs and other damages as set forth above, Broker/Carrier and any Subcontractor(s) shall pay CPP interest on any unpaid amounts of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum but not to exceed at any time the highest legal rate of interest legally allowed, and any costs of collection including attorney's fees.

6. Insurance Requirements

Broker/Carrier and any Subcontractor(s) shall procure and maintain for the duration of this Shipping Agreement insurance as required by applicable Federal and/or State laws. In addition, Broker/Carrier and any Subcontractor(s) shall procure and maintain insurance for claims against any loss or damage to the Product being shipped and in amounts not less than \$100,000 for any one occurrence, claim or accident. Broker/Carrier and any Subcontractor(s) shall ensure that CPP is an Additional Insured under the aforementioned insurance.

Certificates of Insurance evidencing coverage and in the amount set forth in this provision shall be provided to CPP. The above required Certificate shall further provide that the coverage therein afforded shall not be canceled or reduced except by written notice to CPP given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such Certificate is cancelled or reduced, Broker/Carrier and any Subcontractor(s) shall procure and furnish to CPP before the effective date of such cancellation or reduction, new Certificates conforming to the above requirements.

7. Indemnification

To the fullest extent permitted by law, Carrier/Broker and any Subcontractors shall defend, indemnify and hold CPP and its owners, agents, employees, representatives, and affiliated entities (collectively, the Indemnitees) harmless from and against any and all claims, liabilities, losses, actions, causes of action, damages, costs, expenses, including attorneys' fees, expert costs, and investigation costs, awards, fines, penalties, orders and/or judgments or other sums or relief arising out of or relating to death of or bodily injury to persons, injury or damage to tangible property, and/or other losses, damages or expenses, including economic losses arising out of or related to the transportation of the Product, including but not limited to the quality of the Product (Indemnified Matters), regardless of whether the Indemnified Matters are caused in part by Indemnitees. However, Carrier/Broker and any subcontractor(s) shall not be obligated to indemnify the Indemnitees with respect to damages which are ultimately determined to be caused by the sole negligence or willful misconduct of the Indemnitees.

8. Arbitration

Any controversy or claim arising out of or relating to the CPP Shipping Agreement and/or the CPP Shipping Order, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado and pursuant to the Federal Arbitration Act. Time is of the essence for any arbitration under the CPP Shipping Agreement and/or CPP Shipping Order and arbitration hearings shall take place within 90 days of filing and awards rendered no more than 30 days after the hearing. Arbitrator shall agree to these limits prior to accepting appointment. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees which shall include the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The Parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

9. Notices

Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this contract shall be in writing via email and shall be addressed to the below email addresses: Chicago Prime Packers, Inc., 73 Elk Lane, Avon, CO 81630, 312-670-7072, joe@chicagoprime.com

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the day and year first above written.

Chicago Prime Packers (CPP)

JOSEPH POMARANSKI, PRESIDENT

Signatory signature: _____

PO Box 83, Wichita, KS 67201

Date: _____

Seller: _____

Seller's Address: _____

Name of signatory/Title: _____

Signatory signature: _____

Date: _____