

**HazMat Addendum
to the
Broker – Contract Carrier Agreement**

Carrier warrants that it is currently HazMat Safety Certified and has a minimum of \$1,000,000 clean up endorsement on its Auto Liability insurance policy with a \$5,000,000 clean up endorsement where required by law.

Carrier specifically acknowledges and agrees that the Shipper is solely responsible for all duties of a HazMat offeror, including but not limited to ensuring that the material is properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized..."(49 CFR 171.2(a)) and that Addison is not a HazMat "offeror"; Addison does not perform any pretransportation functions; and that Addison's sole responsibility is to transmit information received from shipper to the carrier. Carrier warrants that no bill of lading, or other shipping documents shall identify or name Addison in any manner.

Carrier agrees to defend, indemnify and hold harmless Addison, its officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action, fines, penalties, liabilities (actual, potential, threatened or pending) damages and costs (including but not limited to response, containment and cleanup costs and costs of defense) and expenses (including court costs and consultants and attorneys' fees) relating to or arising in any way from the failure of Carrier to perform or observe its obligations under this agreement or the preceding Broker-Carrier contract, a breach by Carrier of any warranty herein, the acceptance of any HazMat shipment by Carrier hereunder or any other act or omission of Carrier, except that such liability shall be reduced to the extent that any of the foregoing arise from the direct negligence or willful misconduct of Addison.

Carrier _____

Addison Transportation

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____