

HOLD HARMLESS COVENANT FOR WORKERS' COMPENSATION

This Hold Harmless Covenant for Workers' Compensation (hereinafter referred to as "Agreement") is made by _____, whose principal office is located at _____ (hereinafter known as "Carrier") to LJ Rogers Logistics, Inc., whose principal office is located at 7723 Oakwood Street Extension, Mebane, NC 27302, (hereinafter known as "LJR").

By its signature below, Carrier advises and warrants that under state or federal law applicable to Carrier, it is exempt from providing workers' compensation coverage to its employees. As a result of such exemption, Carrier does not carry workers' compensation or employers' liability insurance coverage and contrary to the "Broker/Carrier Agreement" between the parties, Carrier will not be able to provide a certificate evidencing workers' compensation and employers' liability coverage to LJR.

Carrier is hereby informed that it has the full and complete responsibility of verifying its exempt status and demonstrating such to LJR's satisfaction. Carrier further agrees that, absent an exempt status, it shall fulfill the terms and conditions of the Broker/Carrier Agreement in regard to the provision and continued maintenance of Workers' Compensation and Employers' Liability coverage or evidence of authority and a sufficient financial stability to maintain a self-insured retention of self-insurance. Failure to do so on the part of Carrier shall constitute a material breach of the Broker/Carrier Agreement.

Carrier hereby agrees that it will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that Carrier shall fully indemnify and hold harmless for any claim brought against LJR for any such work-related injury or employment obligations.

Further, Carrier shall defend, indemnify and hold LJR harmless for all damages of any kind whatsoever that arise from any misrepresentation, change in status or revocation of Carrier's warranty regarding exemption, coverage or its authority ad stability to self-insure.

All other obligations surrounding indemnification shall continue to be governed by the terms of the Broker/Carrier Agreement.

This Hold Harmless Covenant for Workers' Compensation is executed this _____ day of _____, 20_____, and the person signing represents that he/she has been or is specifically authorized to execute this document on behalf of Carrier.

Agree to for Carrier:

By: _____
Name: _____
Title: _____
Date: _____