

## Exhibit C

### HAZARDOUS MATERIALS ADDENDUM TO TRANSPORTATION SERVICES AGREEMENT (OPTIONAL)

This Hazardous Materials Addendum to Transportation Services Agreement (this "Addendum") is entered into between \_\_\_\_\_, a \_\_\_\_\_ [insert state of organization and insert type of entity, e.g., corporation, limited liability company, etc.], ("Carrier") and Dedicated Logistics Services, LLC, a Minnesota limited liability company, ("Broker"), and supplements, amends and modifies that certain Transportation Services Agreement between Broker and Carrier dated effective as of \_\_\_\_\_ [insert date] (the "Agreement") upon the terms and conditions set forth in this Addendum.

1. Hazardous Materials.
2. Amendment to Agreement. Section 5 of the Agreement is hereby amended to add subsections (e) and (f) as follows:
  - e. In the performance of transportation services under the Agreement involving any shipment of hazardous material or hazardous substance, Carrier will fully comply with all applicable federal, state and local laws and regulations, including the licensing and training of qualified drivers and equipment safety regulations, and with the loading, unloading, storage, handling and transportation requirements set forth in the applicable Material Safety Data Sheet or other instructions from the applicable Shipper. Carrier will have documented emergency response plans addressing hazardous material and hazardous substance shipments. Carrier certifies that it is compliant with 49 C.F.R. Part 172, subpart I (Safety and Security Plans) and will maintain and follow the documented plans to ensure the secure shipment of hazardous materials and hazardous substances under the Agreement.
  - f. Carrier will immediately notify Broker of any incident or release involving any hazardous material or hazardous substance shipments transported under the Agreement and will promptly contain and collect any release consistent with its emergency response plan. For all incidents and releases arising from the transportation of hazardous materials or hazardous substances, Carrier will indemnify, defend and hold Broker and its Shipper customer harmless against any and all costs, including reporting costs, response costs, clean-up costs, losses, liabilities, claims, fines, penalties, expenses (including reasonable attorneys' fees) arising out of the release.
3. Amendment to Agreement. Section 7(a)(ii) of the Agreement is hereby amended and restated to read in its entirety as follows:

- (ii) comprehensive general and automobile liability insurance, including public liability and property damage insurance and environmental damages due to the release or discharge of hazardous materials or hazardous substances, in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence.
4. All capitalized terms in this Addendum will have the meanings given them in the Agreement. Except as modified herein, the Agreement remains unchanged.
5. This Addendum will be incorporated into and become part of the Agreement, and will continue in effect for the term of the Agreement.

**CARRIER:** \_\_\_\_\_

**DEDICATED LOGISTICS SERVICES,  
LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_