



**Red Marlin Logistics, LLC**  
3440 Toringdon Way, Suite 205  
Charlotte, NC 28277  
Office (704) 800-4422  
Fax (269) 983-7307

Dear Carrier:

Thank you for your interest in Red Marlin Logistics, LLC.

We are an expedited transportation company based in Charlotte that provides all types of transportation services to our customers throughout the United States.

The ownership of Red Marlin Logistics, LLC has more than 30 years of broad-based transportation sourcing experience and has a proven track record of providing innovative supply chain solutions for our customers demands. We are known for our long-term, valued relationships with a wide range of diverse customers. Our proactive communication with both shippers and carriers allow for mutual success with our expedited services.

In an effort to effectively maintain our records, Red Marlin Logistics, LLC requires the following documents. Carriers who do not provide the attached documentation will delay the set-up process and may be dropped from current loads until all documentation is received.

Required Documents. please email to [dispatch@redmarlin.com](mailto:dispatch@redmarlin.com):

- Signed Carrier/Broker Agreement
- Current Insurance **adding Red Marlin Logistics, LLC as Additional Insured for both General and Auto Liability (Certificate Holder for Cargo)**  
Red Marlin Logistics, LLC, 3440 Toringdon Way, Suite 205, Charlotte, NC 28277
- Carrier References
- Current Operating Authority(ies)
- Completed and signed W-9
- SCAC Certificate, if available/applicable

Additional Information:

- Business and Contact Information

We look forward to a mutually beneficial relationship.

**Red Marlin Logistics, LLC**

## CARRIER/BROKER AGREEMENT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2019, by and between **RED MARLIN LOGISTICS, LLC** (“BROKER”) and \_\_\_\_\_ (“CARRIER”), (collectively, the “PARTIES”).

1. **TERM AND TERMINATION.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Law”) to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER’s operations, including, but not limited to, the Federal Motor Carrier Safety Administration (“FMCSA”) of the U.S. Department of Transportation (“DOT”). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement, including those related to highway size and weight limits. CARRIER shall comply with applicable air quality and environmental standards including, but not limited to, those of the California Air Resources Board (“CARB”). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation (“TBR”) at 13 C.C.R. § 2025, the Drayage Truck Regulation (“DTR”) at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units (“TRU”) at 13 C.C.R. § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas (“GHG”) regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB’s Equipment Registration system (“ARBER”). CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. CARRIER shall comply with any and all obligations regarding food handling as communicated to CARRIER by BROKER or its Customer, and shall be solely responsible for ensuring that any and all Transportation Equipment (as defined in 21 C.F.R. Part 1.900) is appropriate for safe handling of food and shall not result in any contamination or otherwise render food unsafe for consumption. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.

3. **PERFORMANCE OF SERVICES.** CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER’s services. CARRIER or its driver are responsible for determining the appropriate route for transportation. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions. Regardless of whether they are required by law, in no event shall any provisions of CARRIER’s tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the entity that has retained BROKER (hereinafter, the “Customer”).

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The bills of lading is intended to act as a receipt only. No terms, conditions or provisions of the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.**

- (a) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load.
- (b) CARRIER shall perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder. CARRIER shall furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment").

6. **RATES & PAYMENTS.**

- (a) CARRIER will invoice and BROKER will pay the rates and charges set forth in a Rate Confirmation Agreement provided by BROKER, for transportation services performed under this Agreement. CARRIER consents to the terms and rates in the Rate Confirmation Agreement either by signing and returning, or by commencing transportation operations identified therein. CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in the Rate Confirmation Sheet. As a condition to payment, CARRIER shall provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's invoice. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay
- (b) CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer.
- (c) CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

- (d) CARRIER hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

7. **FREIGHT LOSS, DAMAGE OR DELAY.**

- (a) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery. CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon BROKER by the cargo claimant except that such liability shall not exceed \$100,000 per trailer or conveyance unless BROKER or the Customer has requested, via the bill of lading or otherwise, that CARRIER assume additional liability up to a declared amount in which case CARRIER's liability will not exceed such declared amount. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- (b) CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay to the Customer or BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction. Without limiting CARRIER's contractual liability to BROKER hereunder, CARRIER acknowledges and agrees that BROKER may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.
- (c) CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

8. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by BROKER or its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER shall be named as an additional insured on CARRIER's CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER's consultant, or Customer with copies of the applicable insurance policies.

9. **INDEMNITY.** CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT CARRIER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS' COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER'S OBLIGATIONS UNDER THIS PROVISION.

10. **CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER shall maintain records related to shipments transported under this Agreement, and with respect to shipments consisting of food, shall also obtain records related to prior shipments transported in the same equipment, for a period of not less than three (3) years from the date of delivery. CARRIER shall provide such records to BROKER upon request, and regardless of whether this Agreement remains in effect at the time of such request. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

11. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.

12. **MISCELLANEOUS.** This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto. In addition, Customers are express intended third party beneficiaries of this Agreement. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein. This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

13. **NOTICE.** All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, as follows:

If to Carrier:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attn: \_\_\_\_\_

If to Broker:

Red Marlin Logistics, LLC  
 233 Hawthorne Avenue  
 St. Joseph, MI 49085  
 Attn: Brian Coyne

14. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Michigan. In the event of any disagreement or dispute, the laws of Michigan shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Michigan, the PARTIES hereby agree to the exclusive jurisdiction such courts, and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**BROKER: RED MARLIN LOGISTICS, LLC**

**CARRIER:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Printed: Brian K. Coyne

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: (269) 983-2080

Phone: \_\_\_\_\_

Fax: (269) 983-7307

Email: \_\_\_\_\_



**Red Marlin Logistics, LLC**  
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## **Insurance Requirements**

### ***Additional Insured:***

As stipulated in our Carrier/Broker Agreement on page 3, paragraph 8,

***Red Marlin Logistics, LLC must be an Additional Insured for General and Auto Liability.***

**CERTIFICATE HOLDER IS NOT ACCEPTABLE.**

### ***Insurance minimum limits:***

As stipulated in our Broker-Carrier Agreement on page 3, paragraph 8:

**\$1,000,000 Auto Liability** (including hired and non-owned vehicles)

**\$1,000,000 General Liability**

**\$100,000 Motor Cargo Damage/Loss**

Applicable minimums for Workers Compensation.



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## Carrier References

*Please list 3 references for whom you have hauled a minimum of 3 loads or more.*

|                         |                      |                      |                      |
|-------------------------|----------------------|----------------------|----------------------|
| <b>1. Company Name:</b> | <input type="text"/> | <b>Contact Name:</b> | <input type="text"/> |
| <b>Phone Number:</b>    | <input type="text"/> |                      |                      |
| <b>Email Address:</b>   | <input type="text"/> |                      |                      |
| <b>Fax Number:</b>      | <input type="text"/> |                      |                      |
| <b>2. Company Name:</b> | <input type="text"/> | <b>Contact Name:</b> | <input type="text"/> |
| <b>Phone Number:</b>    | <input type="text"/> |                      |                      |
| <b>Email Address:</b>   | <input type="text"/> |                      |                      |
| <b>Fax Number:</b>      | <input type="text"/> |                      |                      |
| <b>3. Company Name:</b> | <input type="text"/> | <b>Contact Name:</b> | <input type="text"/> |
| <b>Phone Number:</b>    | <input type="text"/> |                      |                      |
| <b>Email Address:</b>   | <input type="text"/> |                      |                      |
| <b>Fax Number:</b>      | <input type="text"/> |                      |                      |





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**Red Marlin Logistics, LLC  
Business and Contact Information**

|                           |  |                     |                       |
|---------------------------|--|---------------------|-----------------------|
| <b>Legal Name:</b>        | <b>Red Marlin Logistics, LLC</b>                             | <b>Federal EIN:</b> | <b>83-1357733</b>     |
| <b>Local Address:</b>     | <b>3440 Toringdon Way, Suite 205<br/>Charlotte, NC 28277</b> | <b>MC Number:</b>   | <b>115155</b>         |
| <b>Corporate Address:</b> | <b>233 Hawthorne Avenue<br/>St. Joseph, MI 49085</b>         | <b>SCAC:</b>        | <b>RMRI</b>           |
|                           |  | <b>Phone:</b>       | <b>(704) 800-4422</b> |
|                           |  | <b>Fax:</b>         | <b>(269) 983-7307</b> |

All load bid responses and tracking updates should be sent to: [dispatch@redmarlin.com](mailto:dispatch@redmarlin.com)  
All invoices and PODs should be sent to: [ap@redmarlin.com](mailto:ap@redmarlin.com)  
All load inquiries please call: **(704) 800-4422**

**Company Contacts:**

**Bryan Craddock**  
**Director of Operations**  
[BryanC@redmarlin.com](mailto:BryanC@redmarlin.com)  
Office (704) 800-4422

**Dispatch**  
[dispatch@redmarlin.com](mailto:dispatch@redmarlin.com)  
Office (704) 800-4422

**Compliance**  
[compliance@redmarlin.com](mailto:compliance@redmarlin.com)  
Office (704) 800-4422

**Accounts Payable**  
[ap@redmarlin.com](mailto:ap@redmarlin.com)  
Office (269) 983-2080