

[REDACTED]

The following information is needed in order for us to set your company up as an approved carrier for [REDACTED], LLC

Please return to:

[REDACTED]
[REDACTED]
Mooresville, NC 28117
Fax [REDACTED]

- Automobile Liability Insurance
Must show [REDACTED] as certificate holder.
[REDACTED] requires a minimum of \$1,000,000 coverage.

Please note Insurance Certificates MUST show VIN #s if policy is for Scheduled Vehicles. Carrier will not be approved until received.

- Cargo Insurance
Must show [REDACTED] as certificate holder.
[REDACTED] requires a minimum of \$100,000 coverage.
- Worker's Compensation Insurance
- Operating Authority
- Internal Revenue Form W-9
- Contract Carrier Agreement signed and returned

Once we have all the above information, your company will be set up with us as a carrier. If you have any questions concerning this matter, please contact Carrier Setup at [REDACTED] ext. 1021.

We cannot pay your company's invoice until all information requested is returned to our office.

Thank you for your cooperation.

[REDACTED]
[REDACTED]
Mooresville, NC 28117
P [REDACTED]
F [REDACTED]



CARRIER PROFILE PAGE

<u>Contact Information</u>		<u>Services</u>	
Carrier Name:			Yes No
Physical Address:		Flats:	___ ___
Mailing Address:		Step Decks:	___ ___
City, State, Zip:		Stretch Trailers:	___ ___
Dispatch Contacts:		Vans:	___ ___
Operations Manager:		Reefers:	___ ___
POD Contact:		Hazardous Materials:	___ ___
Phone Number:		Less than Truckload LTL	___ ___
Toll-Free:			
After Hours Phone:			
Fax Number:			
Email Address:			
Hours of Operation:			
Do you Factor?	___ Yes ___ No (If yes please list factoring company and pay to information below.)		
Info Factoring Company name and phone #			
ICC / MC #:		Type of Authority:	common, contract or broker
Federal ID #:		US DOT#:	
Insurance Information: Please fax certificate with  listed as Certificate holder and mail original			
Insurance Carrier Name:		Insurance Carrier Name of Liability Insurance:	
Cargo Liability Amount:		Public Liability Amount:	
Expiration Date of Cargo:		Expiration Date of Liability:	
Operating Area			
Primary Traffic Lanes Services:			
Primary Backhaul Needs:			

BROKER Contract Carrier Agreement

THIS AGREEMENT made this _____ day of _____, 20____ by and between _____ (and all affiliates and subsidiaries) MC# _____ an I.C.C. licensed contract motor (“Carrier”) and _____ LLC. _____ Mooresville, NC 28117, ICC# MC- _____ licensed broker _____ LLC herein known as broker.

1. This Agreement shall govern all shipments arranged for by **BROKER** as a property broker and tendered by it to Carrier for transportation by Carrier. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless canceled by either party in writing on 60 days’ notice.
2. CARRIER warrants that it maintains the following insurance: (a) personal injury and property damage insurance \$1,000,000 minimum per occurrence as defined by 49 C.F.R. 387; (b) all risk motor cargo insurance in the amount of not less than \$100,000.00 per shipment and any additional coverage as may be notated on the rate confirmation up to \$1,000,000.00 per occurrence, co-extensive with CARRIER’s legal liability; (c) worker’s compensation insurance as required by state law; (d) commercial general liability in the amount of not less than \$1,000,000 per occurrence. CARRIER shall provide certificates of insurance with 30 days notice of cancellation and warrants that all policies shall inure to the benefit of BROKER and its customers and shall contain no limitation or restriction on coverage or type of loss.
3. Carrier agrees that at no time during the term of this contract with **Broker**, shall it have an “Unsatisfactory” or “Conditional” safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA) or if any future safety rating has otherwise been downgraded by FMCSA, it shall immediately notify **BROKER** and shall not transport any freight hereunder without **BROKER**’s prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by FMCSA at any time.
4. **BROKER** agrees to pay CARRIER for the transportation of freight moved under this AGREEMENT in accordance with the rates set forth in Appendix “1” attached hereto and made a part hereto, or as set forth in rate confirmation sheets, which will become part of this contract. Standard payment terms are 22 days from the date of receipt of all paperwork and supporting documents. Modifications or additions to these rates must be agreed to in writing to meet specific shipping schedules. Verbally modified rates must be confirmed in writing and signed by both parties. If **BROKER** pays the freight invoice on a reduced amount, such shall constitute the agreement rate, unless CARRIER indicates in writing the contract to **BROKER** within sixty (60) days of its receipt of payment.
5. **BROKER** and Carrier agree that this written bilateral contract is made in accordance with 49 U.S.C. 14101(b) and that all applicable statutes, duties and obligations are expressly waived to the extent they are in conflict with the terms and conditions of this Agreement. No rule, tariff classification, term or condition not expressly included in this document or agreed to in writing and acknowledged by both parties shall modify or supersede the terms and conditions of this Agreement.
6. CARRIER warrants that it will comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, etc. Carrier warrants that its equipment is maintained in good order, and is suitable for the transportation of the shipments tendered to it. As an independent contractor, Carrier agrees to defend and indemnify and hold harmless Broker and its customers from and against all fines or penalties and liabilities resulting from Carrier’s failure to comply with such laws, rules, regulations, or ordinances.
7. The parties agree that this Agreement is not intended to create a joint venture or a subcontracting relationship. Carrier warrants that it is solely responsible for compliance with all workers compensation law governing its employees and that it is in compliance with those laws.
8. CARRIER warrants it shall issue a Uniform Bill of Lading showing its name as carrier of record at time of pickup and _____ role as a broker and third party bill to. CARRIER shall issue nonconforming shipping documents as receipt for goods only and warrants it accepts liability pursuant to 49 U.S.C. 14706 for the loading, transportation and delivery of shipment. CARRIER warrants it shall acknowledge and provide proof of coverage for all claims within 60 days of receipt in accordance with



49 C.F.R. 370. Upon request by BROKER or its customer, CARRIER agrees to submit all claims to binding arbitration before the TLA ADR Council. **BROKER** reserves the right to offset freight invoices for any loss, damages, pallet charges, or any other charges that are created by the CARRIER in their performances under this AGREEMENT.

9. CARRIER agrees to defend and hold harmless **BROKER**, its customers, consignor or consignee from any claim, damage, cause of action, fine or penalty, including attorney's fees and costs, arising out of the breach of warranty contained herein or any negligent or willful act or omission of CARRIER's, its agents and employees.
10. CARRIER will bill charges for transportation services directly to **BROKER** and CARRIER shall provide **BROKER** with an original signed Bill of Lading and Delivery Receipt (or certified copy of same), plus a copy of the signed rate addendum in order to receive payment. CARRIER must invoice **BROKER** with the original Bill of Lading and Proof of Delivery within 60 days or forfeit payment. It is CARRIER'S responsibility to provide documentation for any and all accessorial charges except for fuel surcharge. Subject to the right of offset for unresolved breach of warranty and negligence claims, BROKER will pay CARRIER within 22 days of receipt.
11. CARRIER warrants it will refrain from any direct contact or solicitation of **BROKER'S** customers during the term of the AGREEMENT and for a period of one (1) year from the time of the termination of this AGREEMENT, unless otherwise agreed to in writing. As liquidated damages, Carrier agrees to pay Broker a ten percent (10%) commission on all traffic handled in violation of this covenant for a period of one (1) year following cancellation of this Agreement.
12. BROKER warrants that it is an independent contractor solely responsible for its own acts or omissions. **BROKER** shall be the agent for CARRIER for the collection and payment of charges to CARRIER. The CARRIER authorizes **BROKER** to invoice the customer a consignee, or consignor, for freight charges on behalf of the CARRIER and agrees to **BROKER**, as their customer, is solely responsible for payment at all charges to the CARRIER.
13. CARRIER warrants that at its sole cost and expense it shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition and accepts legal responsibility for the loading, unloading and transportation of tendered cargo from origin to destination. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel and refer to rate confirmation for any additional driver requirements. Without the prior written consent of BROKER, CARRIER shall not permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation (No double brokerage under any circumstances).
14. The provision of this AGREEMENT shall be binding upon and ensure directly to the benefit of the parties hereto, BROKER's customers, consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. Obligations of this AGREEMENT are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the AGREEMENT shall continue in full force and effect.
15. CARRIER warrants that it will not reveal to anyone the terms of this AGREEMENT, the pricing of transportation services, or any other details of the business conducted between CARRIER and  LLC.
16. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed consistent with general principles of federal transportation laws and the Laws of the Commonwealth of North Carolina. The parties agree that jurisdiction and venue for any legal action arising pursuant to this agreement shall vest and remain in the County of Iredell.
17. This Agreement shall be deemed to be effective on the first date that CARRIER and **BROKER** commenced business together and parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior AGREEMENTS, both verbal and in writing. This AGREEMENT shall be effective continuously subject to the right of either party to the other.



Please execute and return the first 3 pages of this agreement with a completed profile page, W-9, proof of insurance, and a copy of your FMCSA authority to fax number 704-58 or by mail to , Mooresville, NC 28117.

PLEASE NOTE A COMPUTER SIGNATURE IS NOT ACCEPTABLE.
AUTHORIZED SIGNATURE MUST BE HANDWRITTEN

FOR THE CARRIER



LLC

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

TITLE

TITLE

COMPANY (CARRIER NAME)

ALL CARRIERS TRANSPORTING FOOD SUBJECT TO THE FOOD SAFETY MODERNIZATION ACT MUST COMPLETE THE FOOD SAFETY ADDENDUM

If moving perishable goods through California using a Transport Refrigeration Unit (Reefer), certification of compliance is required by signing and sending back page 5.

Please return page 6 ONLY if you are opting for quick pay.



FOOD SAFETY ADDENDUM TO CONTRACT CARRIER AGREEMENT

FOR ANY SHIPMENT ARRANGED BY BROKER TO BE TRANSPORTED BY CARRIER INVOLVING TRANSPORTATION OF FOOD CARRIER MUST CERTIFY AND/OR PROVIDE THE FOLLOWING.

1. Carrier represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the food
2. Prior to transport of shipments containing food, Carrier shall provide Broker with proof of clean out/sanitation if requested.
3. Carrier represents and warrants that all drivers used to transport food shipments:
 - a. Have undergone the necessary training as specified by the Food and Drug Administration, FDA.
 - b. Have available the training certification for all employees and contractors involved in transporting food as required by 21 CFR 1.910 and 21 CFR 1.912 Sanitary Transportation of Human and Animal Food
 - c. Have the proper temperature monitoring equipment.
 - d. Have receipt of clean out prior to loading.
4. Carrier represents and warrants that it is in compliance with the requirements of the Food Safety Modernization Act.
5. Carrier must provide proof of temperature control to include precool temp, temperature deviation during transit, and temperature at delivery.

REQUIRED FORMS

Training Certification

By signing below Carrier certifies that they are in compliance with current FDA requirements and will be in total compliance within the timelines specified by this regulation or as amended in the future. Carrier is responsible for maintaining sanitary conditions during transportation operations.

Carrier: _____

Authorized Signature: _____

Print Name: _____

Title: _____



California Air Resources Board (CARB) Notice

Beginning January 1, 2013, the California Air Resources Board (“CARB”) will be enforcing new regulations governing the operation of Transport Refrigeration Units (“TRUs”) on California Highways and Railways. TRUs are also referred to as reefers. The purpose of the new regulation is to help enforce the CARB’s Airborne Toxic Control Measure (“ATCM”).

What are the basic requirements?

Any business entity that hires carriers to transport perishable goods on California highways and railways must require the carriers they hire or contract with for transport of perishable goods, to only dispatch TRUs or TRU gen sets that comply with the TRU Regulation’s in-use performance standards. The hiring business entity must also provide their contact information to the carrier, which must then be carried with the driver.

Shippers and receivers must dispatch TRUs or TRU gen sets that comply with the TRU Regulation’s in-use performance standards if they travel on California highways or railways. Shippers and receivers must also provide information to the carrier about the shipper and receiver names and addresses.

Carriers must only dispatch compliant TRUs and TRU gen sets on California highways and railways. Carriers must also provide the driver with contact information for the shipper, receiver, and business entity that hired the carrier.

Drivers must, upon request by authorized personnel, provide their driver’s license, vehicle registration, bill of lading (or freight bill) with the origin and destination of the freight being transported. Drivers must also, upon request by authorized personnel, provide contact information for the carrier, shipper, receiver, and business entity that hired the carrier.

The new regulations apply to all TRUs that are transported on California highways and railways. Motor carriers are required to dispatch only trucks and trailers equipped with TRUs that are compliant with CARB’s TRU ATCM in-use performance standards. Drivers are prohibited from operating non-compliant TRUs. A TRU that is operational (e.g. capable of being operated) shall be considered to operate if it is in the state of California.

In order to comply with the regulations in place in the state of California, the following requirements apply to all [REDACTED] LLC, [REDACTED] LLC, and [REDACTED] LLC, [REDACTED] shipments that involve the use of TRU equipment for highway or railway transportation in the State of California.

1. All carriers performing services for [REDACTED] that include the transportation of freight within the State of California in reefer-equipped trucks, tractor-trailers, shipping containers, or railcars are required to use only trucks and trailers that are equipped with a TRU that complies with CARB’s TRU ATCM in-use performance standards.
2. As a carrier performing services for [REDACTED] you are required to clearly show on the shipment bill of lading the CARB IDN for any TRU equipment. As a pre-condition of [REDACTED] tendering a load of freight to Carrier, you will be required to make the following certification:

Carrier certifies that any TRU equipment used to transport a load within the state of California will be in compliance with the in-use requirements of California’s TRU regulations.

3. Any Carrier that violates the requirements of the CARB’s TRU regulations will be held responsible for any resulting fines and penalties and will not be hired or used by [REDACTED] again until they can demonstrate that they are in full compliance with CARB’s TRU ATCM in-use performance standards.
4. Motor Carriers are responsible for ensuring that drivers have the following required information:
 - a. Driver’s license
 - b. Truck or tractor registration
 - c. Trailer registration; and
 - d. Bill of lading or freight bill with:
 - i. Origin or destination of freight being transported
 - ii. Shipper business name, street address, state and zip code.
 - iii. Receiver business name, street address, state and zip code.



- iv. Motor carrier business name and contact person's name and phone number that dispatched the driver.
 - v. [Redacted]'s name and contact information.
5. CARB regulations require [Redacted] to provide the carrier with the name, address and contact person and phone number of the [Redacted] personnel arranging for the shipment, all of which can be found on the rate confirmation sheet.

The carrier is responsible for providing this information to the dispatched driver and including it on the bill of lading or freight bill that will accompany the driver.

CARRIERS ARE NOT AUTHORIZED TO TRANSPORT A SHIPMENT FOR [Redacted] UNLESS THE CARRIER COMPLIES WITH THE REQUIREMENTS OF THE CARB REGULATIONS AND THIS NOTICE.

By signing below, I have read the forgoing CARB Notice and I agree to comply with all requirements of the TRU ATCM In-Use Performance Standards.

Signature

Printed Name

Title

Additional information can be found at
<http://www.arb.ca.gov/diesel/tru/tru.htm>



QUICK PAY ADDENDUM TO CONTRACT CARRIER AGREEMENT

PLEASE DO NOT SUBMIT IF YOU USE A FACTORING COMPANY

This Addendum to the Contract Carrier Agreement made between _____,
and all affiliates and subsidiaries MC# _____
an I.C.C. licensed contract motor carrier, "Carrier" and _____ LLC
licensed property broker, "_____" LLC".

The parties hereby agree to amend any and all rate schedules set forth in prior contracts whether verbal or written, to be discounted by 4% of the total invoice in return for expedited payment of freight invoices. This expedited payment entails paying all invoices received no later than 7 business days after the date received, providing complete documentation has been received with the ORIGINAL invoice. The 4% discount will be shown on the remittance advice.

EFFECTIVE DATE: _____

FOR THE CARRIER _____ 

AUTHORIZED SIGNATORY _____ AUTHORIZED SIGNATORY _____

TITLE _____ TITLE _____

COMPANY (CARRIER NAME) _____

TERMINATION OF QUICK PAY ADDENDUM

Please terminate the Quick Pay Addendum effective _____ and return us to your regular payment schedule.

Fax back to 

FOR THE CARRIER _____ 

AUTHORIZED SIGNATORY _____ AUTHORIZED SIGNATORY _____

TITLE _____ TITLE _____

COMPANY (CARRIER NAME) _____