



# Carrier Agreement

## **Broker – Carrier Agreement**

This Transportation Agreement (the "Agreement"), is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between MID ATLANTIC NEW YORK, LLC. Fort Lee, NJ 07024 (herein after referred to as "BROKER") and \_\_\_\_\_ (Herein after referred to as "CARRIER") MC# \_\_\_\_\_.

WHEREAS, "BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS, "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (Copies of Operating Authority are attached hereto as Appendix C.)

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and also known but not limited to the names of the consignor, consignee and receiver.

### **1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A. Is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities, and
- B. Shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement, and
- D. Agrees that a Shippers insertion of BROKERS name as the carrier on a bill of lading shall be for the Shippers convenience only and shall not change BROKER's or CARRIER's status as defined above, and
- E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Part 1 H, CARRIER will be liable for consequential damages for violation of this paragraph, and
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials): security regulations, customs regulations, owner operator lease regulations, loading and securement of freight regulations, implementation and maintenance of driver safety regulations including but not limited to, hiring, controlled substances, and hours of service regulations, sanitation, temperature and contamination requirements for transporting food, perishable and other products , qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations: maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers, and
- G. CARRIER will notify BROKER immediately if any Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, canceled, suspended, or revoked for any reason, and
- H. CARRIER shall defend, indemnify and hold BROKER and its SHIPPER customer harmless for any claims, actions or damages, arising out of its performance under this agreement, including cargo loss or damage, theft, delay, damage to property, and personal injury or death. BROKER shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CARRIER, or the SHIPPER. The obligation to defend shall include all costs of defense as they accrue, and
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify BROKER on writing immediately if its safety rating is changes to "Unsatisfactory" or "Conditional" and
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment. And
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit worthiness of BROKER and is granting BROKER credit terms accordingly.

### **2. BROKER RESPONSIBILITIES**

- A. **SHIPMENTS, BILLING & RATES;** BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads / shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, CARRIER shall invoice BROKER for its (CARRIER) charges, as mutually agreed in writing, by fax, or by electronic means, contained in the BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Ammendment1, et seq.
- C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the assigned rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be

incorporated herein by reference as part of Exhibit A. Amendment 1, et seq. Rates or changes, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

**D. PAYMENT:**

- I. The Parties agree that BROKER is the sole party for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed CARRIER hereunder. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under any terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the SHIPPER or other party responsible for payment after giving BROKER twenty (20) business days advance written notice. CARRIER shall not seek payment from SHIPPER if SHIPPER can prove payment to BROKER.
- II. Payment and other disputes are subject to the terms of Part 4.D, which provides in part that prevailing parties are entitled to recovery costs, expenses and reasonable attorney fees.

**E. BOND:** If applicable, BROKER shall maintain a surety bond on file with Federal Motor Carrier Safety Administration (FMCSA) in the form and amount that is required by that agency's regulations.

**F.** If applicable, BROKER will notify CARRIER immediately if its Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be terminated, cancelled, suspended, or revoked for any reason.

**3. CARRIER RESPONSIBILITIES:**

**A. EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous waste, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or is otherwise agreed in writing.

**B. BILLS OF LADING:** CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading acknowledging receipt of the cargo, by CARRIER shall not affect the liability of the CARRIER.

**C. LOSS & DAMAGE CLAIMS:**

- I. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state or provincial regulatory agency. For processing all loss and damage claims and salvage and
- II. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating from Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clause 9 and 10 of the uniform bill of lading in effect in the province of origin.
- III. Special damages: CARRIER indemnification liability (Par 1.H) for freight loss and damage claims under this subpar C(ii) shall include legal fees which shall constitute special damage, the risk of which is expressly assumed by CARRIER, and which will not be limited by any liability of CARRIER under subpar (ii) above.
- IV. Except as provided in Par 1.E above, neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- V. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- VI. Notwithstanding the terms of 49 C.F.R. §370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and material breach of this Agreement.

**D. INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public Liability \$1,000,000.; Motor Vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 or \$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances; cargo damage/loss \$150,000; workers compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable federal, state or provincial regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy.

**E. ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

**4. MISCELLANEOUS:**

**A. INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between the BROKER and CARRIER is that of independent contractor and that no employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing herein shall be construed to be inconsistent with this provision.

**B. NON-EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

**C. WAIVER OF PROVISIONS:**



IN WITNESS WHEREOF, we have signed this Agreement.

I \_\_\_\_\_ am the \_\_\_\_\_ for \_\_\_\_\_ I am  
Authorized to execute the contract set out above dated \_\_\_\_\_ between MID ATLANTIC NEW YORK and \_\_\_\_\_  
\_\_\_\_\_ legally bind the company to the terms and conditions set forth herein.

\_\_\_\_\_  
Carrier Name

MID ATLANTIC NEW YORK, LLC  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- PLEASE INITIAL ALL PAGES ON LOWER RIGHT HAND CORNER.





Vendor payment terms

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

Vendor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor #: \_\_\_\_\_ (IF NEW LEAVE BLANK)

Terms:

(Contingent upon: Receipt of invoice and supporting documents)

- Net 30
- 1%, 10 days
- 2%, 5 days
- 3%, next day

Preferred Method of Payment:

- ACH
- Standard mail
- Overnight mail (fee charged to vendor)

**Required Supporting Documents:** POD/BOL, Port interchanges, Scale Tickets (if required), Confirmation of accessorial charges (email or updated rate confirmation is acceptable)

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

Sign-offs:

Salesperson: \_\_\_\_\_

Management: \_\_\_\_\_