

LRS Logistics LLC

P. O. Box 115
Belk, AL 35545
MC# 43472

Attention Carrier Transportation Brokerage Contract

Please **Fill and Return** this contract to the broker along with your Authority, Insurance Accord, FEIN/W9, Remit to Address Form, and Statement and Acknowledgement.

The Negotiated Rates Act of 1993 & 1995, the crux of which requires FHWA Carriers to have written "Continuing Contracts" between themselves and Shipper/Brokers. This Contract is required before a CONTRACT RATE ADDENDUM can be FAXED specifically for the load you are to carry.

BROKER-CARRIER CONTINUING CONTRACT, in compliance with the Negotiated Rates Act of 1993 & 1995, between LRS LOGISTICS, MC# 43472, hereinafter referred to as "BROKER", and _____ (Carrier Name) operating under authority MC# _____ issued by the Federal Motor Carrier Safety Administration, hereinafter referred to as "Carrier".

Both CARRIER and BROKER hereby agree to the following terms and conditions:

1. Terms. BROKER shall tender to CARRIER and CARRIER agrees to provide transportation to BROKER. This agreement shall be effective on the date below and continues until CONTINUING CONTRACT is terminated by either party with at least 24 hours written notice.
2. Carrier Responsibilities.
 - A. The CARRIER shall be liable for all loss, damage and/or liability incurred by transporting property arranged by BROKER, while under the care, custody or control of CARRIER. CARRIER agrees to assume all costs associated with the liability and transportation of property. CARRIER understands and agrees that the control of all drivers, including but not limited to logs and hours of service is the responsibility of CARRIER. It is the responsibility of CARRIER to notify BROKER if there will be an hours of service issue with the driver. CARRIER is aware of and agrees to comply with all updated hours-of-service regulations as set forth by Department of Transportation.
 - B. The relationship of CARRIER to BROKER is, and shall remain that of an Independent Contractor.
 - C. CARRIER warrants that it has auto-liability insurance in an amount at least equal to FMCSA requirements. CARRIER shall maintain workers compensation and employer's liability insurance as required by any jurisdiction applicable to CARRIER. CARRIER warrants that it has no less than \$100,000 cargo insurance covering any load under its care, custody or control and a minimum of \$250,000 for the account of UNITED RENTALS and CARRIER is responsible for cargo loss or damage above amounts paid by insurance. CARRIER warrants that it will notify BROKER of any and all exclusions of commodity or theft as applicable in their cargo policy OR forward a copy of said policy as it pertains to cargo to BROKER for review.
 - D. CARRIER warrants that it is duly and legally qualified to provide the transportation services agreed upon as a contract with BROKER, and CARRIER agrees to comply with all federal, state and local laws regarding the transportation of BROKER'S loads, CARRIER warrants that they are in compliance with all current regulations of Hazardous Materials guidelines, if so licensed.
 - E. CARRIER is relying on the general credit of BROKER and hereby waives and releases all liens with CARRIER might otherwise have to any good of BROKER'S customers in the possession or control of CARRIER. CARRIER shall not withhold any goods of BROKER'S customers on account of any dispute as to prices or alleged failure of BROKER to pay charges incurred under this agreement. Should CARRIER hold any goods hostage for payment or increase in payment, a fine of no less than \$500.00 per day shall be paid to BROKER by CARRIER and CARRIER shall be liable for any attorney fees required by SHIPPER or BROKER to recover stolen freight.
 - F. In the event of Insolvency proceedings being instituted by or against CARRIER, the BROKER, or agent of BROKER may immediately enter upon any owned or leased property of CARRIER, including a trailer, where property belonging to BROKER'S customers may be found and take possession of such goods.
 - G. CARRIER agrees that under no circumstances will driver or agent of CARRIER break the seal on the trailer, add any additional freight or combine freight of our shipper with any other shipper unless written permission is given by BROKER. This is regardless of weight or volume of load. CARRIER

agrees that non-payment of load and cancellation of contract shall apply if seal is tampered or additional freight is added.

3. Broker Responsibilities. The BROKER shall uphold the good reputation of the CARRIER and shall not misrepresent the services and abilities of the CARRIER, nor disturb any CARRIER accounts and shall comply with all federal guidelines including those pertaining to freight claims.
4. Payment/Bill of Lading. BROKER will pay CARRIER within 28 days of BROKER'S receipt of original Bill of Lading showing CARRIER as carrier of record, Proof of Delivery signature with exceptions noted, Carrier Shipment Confirmation, and carrier invoice and any applicable receipts for accessorial charges agreed upon, including ORIGINAL freight receipts. CARRIER shall not show rate for hauling on Bill of Lading. Any rates shown on Bill of Lading from Carrier shall be subject to a \$50.00 deduction by BROKER. CARRIER rates shall be shown only on invoices to BROKER and Rate Confirmation shall pay ONLY the amount shown on the Contract Rate Addendum, which is negotiated and sent with each load tendered to CARRIER by BROKER. Any amounts to be offset shall be agreed to in writing by both CARRIER and BROKER and offsets not in compliance with federal regulations shall be made. Any exceptions noted on the bill of lading may delay payment to CARRIER while BROKER awaits details from SHIPPER and CARRIER as to nature of exceptions to determine proper procedures. CARRIER'S failure to submit a clean, clear, legible Bill of Lading within 14 days of delivery may be subject to NONPAYMENT OF AGREED RATE between the BROKER and CARRIER. Bill of Lading (POD) submitted by CARRIER shall be clear black and white scans with proper identification of freight moved such as, but not limited to, serial number, equipment ID number, return authorization number, description of item, etc. CARRIER forfeits payment until proper Bill of Lading (POD) is received by Broker. Any BILL OF LADING (POD) received after 30 days of delivery shall be subject to a 10% deduction of the agreed rate.
5. Quick Pay Options. 8% payable within 2 days with an EFS money code plus fees (\$5.00 per \$1000 and \$2.50 for amount greater than \$1000(s) or wire transfer plus fee (\$25.00)). 6% payable within 4 days with an EFS money code plus fees (\$5.00 per \$1000 and for amount greater then \$1000(s) or wire transfer plus fee (\$25.00). 4% payable by check via US mail within 7 days of receiving the invoice.
6. Back-Solicitation and Co-Brokering. CARRIER agrees not to "back solicit" any customer or shipper of BROKER, either directly or indirectly. It is agreed by the CARRIER that if such an event occurs, the CARRIER will pay the BROKER ten percent (10%) commission on all traffic, including accessorial charges, handled by customers and shippers first introduced to CARRIER by BROKER for a period of one (1) year following cancellation of this agreement. CARRIER agrees that they will be the sole carrier for the entire shipment and there will be no brokering of said load to another Carrier. "Co-Brokering" will result in non-payment of load to the offending carrier.
7. Indemnification. CARRIER agrees to indemnify and hold BROKER harmless from any loss or damage occasioned by transportation arranged by BROKER, including but not limited to, injury or death sustained by CARRIER. CARRIER shall pay all costs, expenses and attorney's fee, which may be expended or incurred by BROKER in remedy of any litigation brought against BROKER because of any act or omission of CARRIER under this agreement.
8. Force Majeure. Neither BROKER nor CARRIER will be liable for the failure to tender or timely transport freight under the agreement if such failure, delay or other omission is caused by strikes, acts of God, accidents or civil disorder.
9. Detention. CARRIER agrees to a two hour allowance for delivery and a two hour allowance for pickup. CARRIER agrees no detention charges will be paid by Broker to carrier without written agreement between the BROKER and the CARRIER.
10. This agreement shall be construed in accordance with the laws of the State of Alabama covering contracts made and to be performed in that State.

Both BROKER and CARRIER agree that facsimile or computer generated signatures shall have the same force and effect in binding Each to this agreement as original signatures.

BROKER

CARRIER

LRS LOGISTICS LLC

Company Name

Date

Authorized Signature

CARRIER INFORMATION
For
ACCOUNTS PAYABLE

Carrier Name: _____

Physical Address: _____

Remit to address: _____

MC#: _____ **DOT#:** _____

Federal ID #: _____

Accounts Receivable Phone #: _____

Accounts Receivable contact: _____

Email address: _____

Factoring Company (if factored):

Address: _____

Phone: _____