

E.J. LOGISTICS GROUP

615 E. PIONEER STE 211

PUYALLUP, WA 98372

Phone: 253-841-1388

Fax: 253-322-4234



PLEASE PROVIDE THE FOLLOWING DOCUMENTS AND FAX TO 253-322-4234.

- SIGNED BROKER/CARRIER AGREEMENT
- W-9 TAX IDENTIFICATION FORM
- COPY OF DOT AUTHORITY(S)
- CERTIFICATE OF INSURANCE NAMING E.J. LOGISTICS GROUP AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.
- COMPLETED CARRIER PROFILE

FOR FREIGHT PAYMENT CARRIER MUST PRESENT:

- ✓ ORIGINAL BILLS OF LADING (SIGNED)
- ✓ LUMPER CHARGES (MUST BE PRE-APPROVED)
- ✓ PALLET RECEIPTS (WHERE APPLICABLE)

WE LOOK FORWARD TO WORKING WITH YOU!!

BROKER/ CARRIER AGREEMENT

This agreement (“Agreement”), dated as of _____, 20___, is between E.J. LOGISTICS GROUP, INC. (“Broker”), MC-534102-B, located at 615 E PIONEER, PUYALLUP, WA 98372 and _____ (“Carrier”), located at _____.

Carrier desires to transport freight for hire under contractual arrangement with Broker. The purpose of such arrangement is for Carrier to provide transportation services as a contract carrier that has permit and operating authority issued by the appropriate federal and state authorities.

Broker, insofar as this Agreement is concerned desires to contract the motor carrier services of Carrier in order to transport products between points in the United States. Broker desires to use Carrier’s services to transport certain shipments subject to and on the terms set forth in this agreement.

1. **TERMS AND TERMINATION:** This Agreement shall commence on the ___ day of _____, 20___ and shall remain in effect until terminated under the provisions hereinafter set forth.

This Agreement may be terminated at any time by mutual consent of the parties in writing and effective as provided therein.

Either party may, at any time, terminate this Agreement, without cause, upon thirty (30) days prior written notice; provided however, that this Agreement shall be automatically terminated in the event of the cancellation, suspension or revocation of Carrier's license, in the event either party files a petition for bankruptcy or in the event of a breach of any promises or obligations by Carrier hereunder. Those duties and obligations in force at the time of any termination of this Agreement shall survive until performed according to the terms hereof. Broker and Carrier understand that this Agreement does not bind the respective parties to mutually exclusive services to each other, and that Broker may enter into similar contracts with other motor carriers, and Carrier may enter into similar carriage contracts with other shippers and receivers.

2. **CARRIER OPERATING STANDARDS:** When providing transportation services hereunder, Carrier represents and warrants that the driver(s) utilized are competent and properly licensed and insured, and is fully informed of their responsibilities for the protection and care of the property transported. All employees or other personnel provided by Carrier shall be and are subject to the exclusive direction, control and supervision of Carrier and not Broker; these will be independent contractors to Broker. Carrier agrees to provide and maintain the necessary equipment, and Carrier agrees that in no instance shall Broker or its customer be responsible for such expenses. Carrier represents that the transportation will be performed without violating local, state, or federal laws or regulations, and that Carrier has complied and will comply with all laws and regulations of local, state, and federal authorities and regulatory bodies having jurisdiction over the operations of its vehicles. Carrier must maintain “satisfactory” safety ratings, or equivalent, from the U.S. Department of Transportation at all times when performing services hereunder.

Carrier warrants that all equipment used to ship food products is suitable for that purpose and has not been used to transport waste or other products which may affect the safety or cleanliness of the food products.

3. **BILLS OF LADING:** The shipper will provide Carrier a bill of lading with each shipment tendered. Except as otherwise provided herein, all terms and conditions of the bill of lading shall apply. In the event shipper fails to provide Carrier with a bill of lading, the terms and conditions of the bill of lading customarily provided to Carrier by shipper shall apply. The terms and conditions in this Agreement supersede and take precedence over conflicting terms and conditions in the bill of lading, if any, issued by the shipper to Carrier hereunder.
4. **DELIVERY:** In performing services hereunder, Carrier shall comply with all applicable laws, rules, and regulations and shall perform the services in accordance with the highest standards applicable to the business in which the services are performed. Carrier agrees to comply with any special or other conditions imposed by Broker, such as specifications for refrigerated loads.

Further, Carrier represents and confirms that it has refrigeration units to handle any and all loads dispatched to it by Broker. Carrier's equipment shall be clean, odor-free, dry, leak-proof, and free of contamination and infestation as well as comply with all federal and state regulations in states where the Carrier operates under this Agreement, including but not limited to carbon emission and diesel particulate matter regulations for tractors and refrigeration units. Carrier represents and warrants that for all refrigerated dispatched loads transported in California under this Agreement, Carrier and Carrier's equipment is in compliance with California's TRU regulations and in-use performance standards. Said equipment shall be subject to inspection for suitability of cleanliness and safety by Broker or Broker's customer, and must meet with their approval.

Time is of the essence with respect to each and every shipment. Carrier shall transport with reasonably prompt dispatch all shipments tendered to Carrier for transportation pursuant to the terms of this Agreement. The relationship of the Carrier to the Broker shall at all times be that of an independent contractor, except that Broker shall be the agent for the Carrier for the collection of freight charges. Carrier shall be an independent contractor and not a servant, agent, employee, joint venture or partner of Broker. Carrier assumes full financial liability for failure to provide agreed upon services. This liability includes but is not limited to, payment to shipper and/or Broker for any and all expenses incurred as a result of Carrier's acts or omissions.

5. **FREIGHT LOSS OR DAMAGE:** All claims for loss, overage, damage, injury or delay (claim) to cargo shall be reported by Carrier to Broker at the time of delivery and shall be noted on the bill of lading by the party receiving such shipment. If a claim is noted on the bill of lading, Carrier shall be liable to shipper and/or Broker for the full actual loss, damage or injury to property contained in any shipment. All claims duly noted on the bill of lading shall be processed in accordance with the principles and practices for the investigation and voluntary disposition of such claims set forth in 49 CFR 370.
6. **CARGO AND LIABILITY INSURANCE:** Carrier shall maintain during the term of the Agreement (a) general liability insurance with limits of liability of not less than \$1,000,000 per occurrence, (b) cargo insurance to cover damage to or loss of cargo in the amount of \$100,000 per occurrence. Coverage provided by Carrier's insurance policies shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to loss and damage claims. For purposes of clarification and without being exhaustive, Carrier's insurance policies shall have no exclusions for unattended or locked vehicles and should have coverage for wetness, dampness and corrosion occurrences and claims. Upon request, Carrier will furnish Broker with a certificate of insurance from a reputable insurance company evidencing notice to Broker prior to cancellation of such insurance. Carrier shall be liable for any and all amounts in excess of insurance coverage limits.
7. **CARRIER LIABILITY:** Carrier shall pay or decline all claims for loss and damage to cargo submitted by Broker within sixty (60) days of the date the claim is received by Carrier. Except as otherwise provided by law, Broker shall be entitled to offset the amount of any claims which remain unpaid or unresolved after such sixty (60) day period against amounts owing from Broker to Carrier hereunder, provided claim was not denied for reasonable cause in writing to Broker by Carrier. Carrier will be notified in writing prior to taking any action to offset.

Carrier agrees to transport all property covered under this Agreement to the specified destination with reasonable dispatch. As between Carrier and Broker Carrier hereby assumes all liability for loss, damage, injury or delay to property while such property is in Carrier's custody or control, except for loss, damage, injury or delay caused by Act of God, public enemy, authority of law, act or default of shipper or owner, inherent vice or defect in the property or natural shrinkage. Carrier shall have the burden of proving that loss, damage, injury or delay to the property transported was caused by one of the above exceptions and freedom from negligence

8. **DISPATCH AND APPOINTMENTS:** Unless otherwise noted, Broker will schedule all delivery appointments. Appointments will be made with Carriers authorization and recommendation in accordance with the agreed upon delivery date. Carrier's must perform "check calls" daily to Broker before 10 am CST, Monday through Saturday, Sunday calls are required if a truck is late or has a problem. In the event of a late truck, Carrier must notify Broker prior to

scheduled appointment. Late trucks without notification and/or due to Carrier's negligence will be subject to late truck fees.

9. **HOLD HARMLESS/INDEMNITY.** Carrier shall defend and hold Broker and Broker's customer harmless from and indemnify Broker and Broker's customer for, any and all liability, costs, damages or claims, including attorney's fees, for loss or damage to any freight in Carrier's possession or control pursuant to this Agreement. Carrier further shall defend and hold Broker and Broker's customer harmless and indemnify Broker and Broker's customer from any and all liability, costs, damages and claims, including attorney's fees, for personal injury or death or property loss or damage arising out of the acts or omissions of Carrier in providing services hereunder. Carrier's obligation to defend, hold harmless and indemnify Broker and Broker's customers shall survive any termination of this Agreement and such obligation is irrespective of any whether insurance is applicable.
10. **WAIVER OF LIEN.** Carrier shall neither have nor claim any lien rights on or against any property transported under this Agreement. In the event that Carrier violates the terms of this paragraph, it shall forfeit all rights to any and all charges for shipments transported pursuant to this Agreement then due and owing Broker or Broker's customers to Carrier.
11. **NO SOLICITATION OF CUSTOMERS.** During the term of this Agreement and for a period of two (2) years from the time of the termination of this Agreement, Carrier shall not knowingly solicit freight shipments from any shipper, third-party broker, consignor, or consignee or other customer of Broker, when: such shipment of the shipper, third-party broker, consignor, or consignee or Broker's customer were first tendered to the Carrier by the Broker. In the event of breach of this provision, Broker shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by Carrier under this Agreement, a commission of twelve percent (12%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including but not limited to, reasonable attorneys' fees.
12. **FORCE MAJEURE.** Neither party is liable for the failure to tender or timely transport freight under this Agreement if the delay or other omission is caused by strike, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
13. **GOVERNING LAW; INTEGRATION; VENUE; ATTORNEY FEES AND COSTS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. This Agreement embodies the entire understanding between the parties and supersedes all prior agreements, oral or written. This Agreement may not be changed except by written agreement signed by all parties. Any action filed in relation to this Agreement shall be filed in the Circuit Court for the State of Washington or the U.S. District Court of Washington, whichever court is appropriate, in either the county of Broker's domicile or Pierce County, WA, at the option of the Broker. Carrier agrees to, and hereby does, submit to the jurisdiction of the courts of the State of Washington and further consents that the proper venue for any action shall be either Pierce County, Washington or U.S. District Court of Washington. In the event that an action is filed in relation to the enforcement of this Agreement, both parties will be responsible for their own attorneys' fees and court costs, unless awarded by the court.

BROKER:
E.J. Logistics Group, Inc.

CARRIER:

BY: _____

BY: _____

DATE: _____

DATE: _____

TITLE: _____

TITLE: _____

E.J. LOGISTICS GROUP, INC.

615 E. PIONEER, STE 211
PUYALLUP, WA 98372
PHONE: 253-841-1388
FAX: 253-322-4234

CARRIER PROFILE

Carrier name: _____

Physical address: _____

City, State, Zip: _____

Phone: _____ . Fax: _____

Email address/ Website: _____

Contact/ Dispatcher: _____

Federal Tax I.D.#: _____ . DOT#: _____

MC#: _____

Number of Refrigerated units: _____.

Equipment size: _____

Number of team drivers: _____

Areas of operation: _____

_____.

BROKER/SHIPPER REFERENCES:

Company name: _____ . Contact: _____

Phone: _____ . Fax: _____

Company name: _____ . Contact: _____

Phone: _____ . Fax: _____

Company name: _____ . Contact: _____

Phone: _____ . Fax: _____

