



## BROKER/CARRIER AGREEMENT

THE TERMS AND CONDITIONS SHALL BE AS FOLLOWS:

- 1) **All drivers are required to count and verify all VIN numbers for the shipment before loading.** Carrier accepts full responsibility for all costs associated with any vehicle that is transported in error due to carrier's negligence of not confirming vehicle identification number (VIN). Before loading, the driver must notify broker, if any discrepancies are found. Failure to do so may result in an additional 10% retention of the contracted load rate.
- 2) **Carrier agrees to load and deliver all freight on or before the dates provided to the broker.** Carrier further agrees to accept financial responsibility for any cost incurred due to late delivery/pickup. Penalties for delivery later than 24 hours will equal 10% per day and/or discounts that the broker gives to the customer due to delays. We do understand that while under contract issues may arise including weather, breakdowns, etc. It is imperative that the broker and customer are contacted immediately to make arrangements for any issues that may arise, failure to do so may result in a 10% rate reduction. Carrier agrees to provide its drivers name and a working cell phone number and that the driver will communicate with/ broker on a daily basis from the time the freight is loaded until it is delivered. Failure to comply may result in a 10% rate reduction.
- 4) **Broker requires that carrier or its driver's contact Consignee 24 hours before delivery to arrange inspection and delivery during normal receiving hours.** Dispatcher or their driver shall report all delays on delivery/pickup immediately to broker.
- 5) **By signing below, carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds liability insurance for at least \$1,000,000.00.** The carrier further warrants The Carrier further warrants that it has cargo damage, insurance of the following requirements or more as necessary to adequately insure the cargo: 2,3, or 4 car carrier, \$150,000.00; 6 or 7 car carrier, \$250,000.00; 8 or more car carrier, \$350,000.00. As carrier is responsible for damage to vehicle while in the care, or control. Motor truck cargo coverage with the sufficient limits per tractor/trailer unit must be maintained at all times. The deductible per loss should be no greater than \$2,500.00. Even though motor truck cargo insurance is required carrier is responsible for any and all damages to the freight. Carrier hereby acknowledges and agrees that in the event that high-value vehicle is being transported, the broker reserves the right to adjust these limits.
- 6) **RISK OF LOSS: Carrier shall have the sole and exclusive care, custody and control of the freight from the time the freight is delivered to consignee accomplished by the bill of lading or other proof of delivery.** Carrier assumes the liability of a common carrier for custody and carrier shall bear all risk of loss with the respect to the freight being transported by carrier pursuant to this agreement. Carrier shall indicate on the delivery receipt any damages to the freight transported by carrier. Broker will handle the claims with the customers and carrier shall pay all claims and costs thereof within twenty (20) days after notification of the amount of such claim by broker. Broker will advise carrier of shipper's loading requirements and cargo claim payment procedures and carrier agrees to comply with those requirements and to honor claims filed with broker in accordance with this procedure. In case of severe damage to a vehicle bearing a brand or trademark, which in any way carries or implies that guarantee of the manufacturer, the manufacturer, exercising reasonable discretion shall be the sole judge as to whether the vehicle is to be declared a "Total Loss", such damaged vehicle should not be sold or



## BROKER/CARRIER AGREEMENT

*otherwise disposed of except by the manufacturer of with its consent. The manufacturer or with its consent. The manufacturer in some cases may also invoke a "loss of sale" penalty on "total loss" claims in addition to the cost of the vehicle. Carrier acknowledges and agrees that it shall be responsible for payment in full of all costs, expenses and penalties associated with a "total loss". Carrier will be responsible for loss of value on all vehicles. Loss of value on a manufacturer's vehicles are determined by the manufacture and are nonnegotiable. Carrier agrees to a pay a \$50.00 for each claim opened.*

7) Carrier agrees to indemnify broker and hold broker harmless as follows;

A) For Loss of, or damage to carrier's equipment;

B) for loss resulting in injury, including death sustained by carrier or by any employees of carrier or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein including the payment by/ carrier of any workmen's benefits, unemployment compensation benefits as well as any additional benefits paid under "no Fault" and "personal injury protection" laws by any state;

C) for bodily injury, property damage, or cargo loss or damage Including the defense of lawsuits there from arising out of the maintenance use, or operation of the equipment utilized herein, and;

D) for any loss or damage sustained by broker as a result of negligence, incompetence, or dishonesty or carrier or carrier's agents or employees.

*Carrier shall pay costs, expenses and attorney's fees that may be expended or incurred by broker in remedy for broker against the carrier or in litigation brought against the broker because of any omission of carrier under this agreement.*

8) **CARRIER MUST DELIVER ON A BILL OF LADING.** Bill of lading must include the following information unless otherwise instructed by Contractor; year, make, model, last eight of vehicle Identification number (VIN), shipper's signature, date of pickup, contractor's order number and expected delivery date. All billing invoices must include broker's order number.

**Absolutely no after hour deliveries unless previously authorized by customer and broker.** You will not get paid without a signed BOL

9) **Any damage noted by carrier needs to be reported to contractor as soon as feasibly possible.** Further, carrier must advise broker if damage is transport related or was noted at time of preloading inspection. Delivery of all vehicles must be during normal operating hours unless otherwise authorized by broker. All delivery receipts must have the printed name and signature of the receiving party as well as the date of delivery. Carrier accepts any damage not signed for or noted sufficiently at the time of pickup. If broker authorizes an after-hours delivery, vehicles will be delivered "Subject to Inspection" and Carrier accepts responsibility for



**BROKER/CARRIER AGREEMENT**

*any damages not properly documented at the time of pickup. Carrier agrees to take photos of the damage to supply to the broker within 24 hours of damage.*

*10) In the event of a "Collect on Delivery"(COD) load, If the amount of payment collected on the BOL is greater than the amount agreed upon, a broker fee is due. Carrier is responsible for collecting total amount due. If for some reason the carrier does not collect broker fee, carrier is responsible for paying broker fee.*

*11) Carrier's equipment only is to transport the freight contained herein. Carrier is not to broker this freight. Brokering will result in retention of contracted rate or percentage thereof at the sole discretion of the broker.*

*12) Non-Competition. During the term of this agreement and for a period of 2 years or after, carrier shall not compete, solicit or submit any bid on any traffic or to any customer, shipper or consignee assigned by JemStone Transport<sup>∞</sup> to carrier. Any and all freight is offered to broker is considered as being offered to contractor, not carrier. Carrier agrees to pay all monies for freight being taken by broker under this agreement without exception. Any Breach would be cause for broker to take appropriate legal action to remedy situation and recover both present and future damages.*

***Please sign and return to JemStone Transport<sup>∞</sup> via Email:***

***[Jem585@JemStoneTransport.com](mailto:Jem585@JemStoneTransport.com)***

***\_\_\_ By checking here, you are agreeing to the Terms and Conditions outlined in this agreement.***

***Today's Date:***

---

***Carrier's Name:***

---

***Authorized Signature:***

---

***Printed Name of Signature:***

---