

Broker – Carrier Contract

This agreement between R & M Logistics, Inc. a South Carolina Corporation, MC #387119 hereinafter designated as “Broker”, and _____ hereinafter designated as “Carrier”.

Witnesseth:

- (1) “Carrier” is a contract carrier of property, authorized by Permit No. MC-_____ (a copy of which permit is attached hereto and made a part hereof) to provide transportation of property for shippers and receivers of general commodities, and
- (2) “Broker” is a motor carrier broker, licensed to arrange for the transportation of property by License No. MC-387119, (a copy of which license is attached hereto and made a part hereof).
- (3) “Broker” shall offer to “Carrier” for shipment a minimum quantity of 40,000 pounds per year, or a minimum of one (1) shipment for each year this Agreement remains in effect.
- (4) “Carrier” agrees to maintain cargo insurance in the amount of \$100,000.00 to compensate “Broker,” owner or consignee for loss or damage to property belonging to “Broker,” owner or consignee which property comes into the possession of “Carrier” in connection with its transportation service. The cargo insurance shall be in the form required by 49 C. F. R. 1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section. “Carrier” shall cause its insurance carrier to forward forthwith to “Broker” a standard Certificate of Insurance which Certificate shall require the insurance carrier to give “Broker” written notice thirty (30) days prior to the cancellation of such cargo insurance.
- (5) “Carrier” agrees to defend and hold harmless “Broker” against loss, damage or delay claims on each shipment transported by “Carrier” pursuant to this contract and shall be liable as a common carrier and insurer of the shipment. “Carrier” further agrees to defend and hold harmless “Broker” from any and all liability costs and damages arising out of “Carrier’s” operations. Except as otherwise provided herein, each party hereto shall indemnify and hold harmless the other party hereto from and against all loss, damage, fines, expense, actions and claims for injury to persons (including injury resulting in death) and property damage, caused by the acts or omissions of such party, its agents or employees.
- (6) For compensation of the services provided by “Carrier” pursuant to the terms and conditions of this contract “Broker” shall pay “Carrier” in accordance with the rates and charges as provided in this contract. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contracts shall be reduced to writing and signed by the parties prior to the actual movement of freight by “Carrier”. Signed written agreements may be transmitted between the parties electronically.
- (7) The “Carrier” shall on each movement, issue a uniform (standard) Bill of Lading and the traffic shall move under the terms and conditions of the said Bill of Lading, which shall contain the standard provision as to the filing and settling of claims.
- (8) “Broker” agrees to pay “Carrier” for agreed freight charges within 30 days of receipt of “Carrier’s” freight bill, Bill of Lading and delivery receipt.
- (9) The relationship of the “Carrier” to the “Broker” shall, at all times, be that of an independent contractor. “Carrier” authorizes “Broker” to invoice shipper, receiver, consignor or consignee for freight charges as an agent and on behalf of the “Carrier”. Payment for the freight charges to the “Broker” shall relieve shipper, receiver, consignor or consignee of any liability to the “Carrier” for non-payment of charges.

Broker – Carrier Contract

- (10) Neither party hereto will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
- (11) “Carrier shall be liable to the “Broker for loss or damage to any property transported under this agreement. Such liability shall begin at the time cargo is loaded upon “Carrier’s” equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- (12) “Broker” shall submit to “Carrier” written notice of any cargo claims, including loss or expenses resulting from “Carriers” delay in providing service, within twelve (12) months of the delivery date of the shipment, or if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all claims by “Carrier” shall be governed by 49 C.F.R. 1005 et seq.
- (13) The relationship of the “Carrier” to the “Broker” shall, at all times be that of an independent contractor, except that the “Broker” shall be the agent for the “Carrier” for the collection of charges.
- (14) “Carrier” specifically agrees that all freight tendered to it through the “Broker” shall be transported on “Carrier’s” equipment only under the authority of the “Carrier”, and shall not arrange transportation by a third party without the specific written consent of “Broker”.
- (15) “Carrier” shall not solicit traffic from any shipper, consignor, consignee or customer of “Broker” where (1) the availability of such traffic first became known to “Carrier” as a result of “Brokers” efforts, (2) where the traffic of the shipper, consignor, consignee or customer of the “Broker” was first tendered to the “Carrier” by the “Broker”. If “Carrier” breaches this agreement and “back- solicits” the “Broker’s” customers, and obtains traffic from such a customer, the “Broker” then is entitled, for a period of (15) months after the involved traffic first begins to move, to a commission from the “Carrier” of 15% of the transportation revenue received on the movement of the traffic.

Date: _____

Carrier: _____

R & M Logistics, Inc.
1513 Heritage Lane
Florence, SC 29505

By: _____

Title: _____

By: _____

Address: _____

Title:
Transportation Account Manager

City, State, Zip _____

FID Number _____

Toll Free _____

Phone _____

Fax _____

Quantity: 48’Vans _____ 53’Vans _____ Reefers _____ Flats _____ Steps _____ Other _____

Email address _____

Please check our website daily for our available load list: www.rmlogistics.com