**CARRIER PACKET**

**P: 909 908-7555 OPTION 4 | F: 909 874-4952 | E: compliance@windomlogistics.com**

|  |
| --- |
| **Carrier Name:** |
| **Dispatch Contact:** | **Phone:** |
| **Address:** | **Fax:** |
| **City:** | **After-hours:** |
| **State & Zip:**  |  |
| **Email:** | **MC#:** |
| **Website:** | **DOT#:** |

**Equipment and Services (give quantity of each type)**

|  |  |  |
| --- | --- | --- |
| **Flatbed:** | **Roller Beds:** | **Custom Bonds:** |
| **S Drop:** | **Heavy Haul:** | **LTL:** |
| **DD RGN:** | **Car Carriers:** | **Step Deck:** |
| **Hotshots:** | **Air-Ride/Logistics Vans:** | **Bobtail:** |
| **Van: 53” 48”** | **Power Only:** | **Team Drivers:** |
| **Reefers: 53” 48”** | **Tractors:** | **Trailers:** |

**Service Areas (mark ALL that apply)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Northwest**: ID, MT, OR, WA, WY |  | **North Central:** IA, IL, IN, MI, MN, ND, NE, SD, WI |  |
| **Northeast**: CT, DE, KY, MA, MD, ME, NH, NJ, NY, OH, PA, RI, VT, WV |  | **Southwest:** AZ, CA, CO, NM, NV, UT |  |
| **South Central:** AR, KS, LA, MO, OK, TX |  | **Southwest: TN, NC, SC, GA, MS, AL, FL, VA** |  |

**Lead time need for booking freight \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Capacity commitment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Core competency\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Payment Requirements**

* **Document Requirements:** 1—Windom Logistics rate confirmation, 2--Carrier invoice, 3--Signed POD, 4—Accessorial documentation, if accrued and Weighmaster, if applicable. THE CARRIER INVOICE AND WINDOM LOGISTICS RATE CONFIRMATION TOTAL MUST MATCH. ACCESSORIAL DOCUMENTATION MUST BE RECEIVED WITHIN 24 HOURS OF DEPARTURE FROM THE LOCATION AT WHICH THE FEE WAS INCURRED. ACCESSORIAL

DOCUMENTATION MUST BE SIGNED BY AN EMPLOYEE OF THE SHIPPER/RECEIVER LOCATION. Please contact your carrier representative for an updated rate confirmation sheet if needed. Carrier understands that payment may be delayed or denied if required documents have not been received within 1 day of delivery.

* **Accessorial Approval and Payment:** Accessorial charges or fees will not be paid or reimbursed unless Windom Logistics is notified prior to the charge beginning to accrue and an updated rate sheet is signed. ACCESSORIAL DOCUMENTATION MUST BE RECEIVED WITHIN 24 HOURS OF DEPARTURE FROM THE LOCATION AT WHICH THE FEE WAS INCURRED.
* **Lumper reimbursement** (for exact amount)**:** Receipt required from the lumper service
* **Detention:** Carrier must be on time for pick up/delivery. Paperwork signed by an employee at the shipper/receiver indicating the arrival and departure times.
* **Standard Payment Terms:** **Carriers are paid in Net of 21 days from the date of receipt of invoice and all required documentation.** Mail to: Windom Trucking/Logistics LLC 415 W. Valley Blvd Unit 16 | Colton, CA 92324 | fax to (909) 874-4952 or email accounting@windomlogistics.com
* **Quick Pay: 2 days at 5% -** Write QUICK PAY on the carrier invoice and fax required documentation to (909) 874-4952 or email to quickpay@windomlogistics.com.
* Please contact Accounting at 909 908-7555 option 4 or email accounting@windomlogistics.com for invoice questions.

**Accounts/Receivable contact information**

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Email:** |  |
| **Phone:** |  |

**Sign here to acknowledge that you read payment requirements** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE PROVIDE A COPY OF THE FOLLOWING AND SEND BACK WITH THIS PACKET:**

**1. Proof of MC Authority**

**2. Proof of Insurance Certificate**

**3. W9 Form (included in packet)**

**4. Voided check (if choosing Quick Pay)**

**BROKER-CARRIER AGREEMENT**

This Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_, by and between Windom Trucking., a CA. corporation, doing business as **Windom Logistics** (“Broker”), a Registered Property Broker, Lic. No. **MC -767674**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. MC \_\_\_\_\_\_\_\_\_\_\_ (“Carrier”); collectively, the “Parties” or, individually, a “Party.” (“Registered Motor Carrier” means a motor carrier operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

**RECITALS:**

1. **WHEREAS**, Broker is in the business of providing professional freight and third-party logistics services, including transportation, warehousing, labor support, unloading and loading services, across the continental U.S., Alaska, and parts of Canada (the “Business”);
2. **WHEREAS**, Carrier is a registered Motor Carrier operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation;
3. **WHEREAS**, Broker, in furtherance of its business operations, desires to procure the services of Carrier (the “Services” more particularly described on Exhibit A, the same which is incorporated herein by this reference) all upon the terms and conditions of this Agreement; and
4. **WHEREAS**, Carrier desires to render the foregoing transportation Services all upon the terms and conditions of this Agreement.

**AGREEMENT:**

**NOW THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **CARRIER RESPONSIBILITIES AND COVENANTS:**

* 1. Carrier’s Covenant to Provide Services and Equipment and Personnel: Subject to its representations and warranties in Section 3 below, Carrier agrees to provide the Services and the prudent equipment and qualified personnel reasonably necessary for professional completion of the transportation services required for Broker and/or its customers. Carrier agrees, in good faith, that it shall not supply equipment that had been used to transport “hazardous wastes,” solid or liquid, regardless of whether such equipment meets the definition in 40 C.F.R. §261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch and will be held to a standard of professionalism in performing the Services.

* 1. BILLS OF LADING: Carrier shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R.

§373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable 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, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

* 1. LOSS & DAMAGE CLAIMS:

* + 1. Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

* + 1. Carrier’s liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

* + 1. Carrier’s indemnification liability (See Section 3(H)) for freight loss and damage claims under this Section 1(C)(iii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by Carrier, and which shall not be limited by any liability of Carrier according to Section 1(C)(ii) above.

* + 1. Except as provided in Section 3(E), 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.

* + 1. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this thirty (30) day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of the Agreement.

1. **BROKER RESPONSIBILITIES:**

* 1. PROVISION OF SHIPMENT INFORMATION: Broker shall inform Carrier of all reasonably necessary information for Broker to perform the transportation services, including but not limited to: (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.

* 1. Broker agrees to conduct all billing services to shippers. Carrier shall invoice Broker for its (i.e. Carrier’s) charges, as mutually agreed in writing, by fax, or by electronic means, contained in Broker’s Load Confirmation Sheet(s) incorporated herein by this reference. 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, Broker 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 this reference.

* 1. RATES: Additionally, any rates which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. All written confirmations of rates, including confirmation by billing and payment, shall be incorporated herein by this reference.
	2. PAYMENT:

* + 1. The Parties agree that Broker is the sole party responsible 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. 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 the terms of this Agreement. If Broker has not paid Carrier’s invoice as agreed, and Carrier as complied with the terms of this Agreement, Carrier may seek payment of the Shipper or any other Party responsible for payment after giving Broker fifteen (15) business days advance written notice. Carrier shall not seek pay from Shipper if Shipper can prove payment to Broker.

* + 1. Payment and other disputes are subject to the terms of Section 4(D).

* 1. BOND: Broker shall maintain a surety bond/trust fund as agreed to in the amount of $10,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount of not less than that required by that agency’s regulations.

* 1. Broker’s responsibility is limited to arranging for, but not actually performing, transportation of a shipper’s freight.

* 1. 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: General Liability $1,000,000.00; motor vehicle (including hired and non-owned vehicles) $1,000,000.00 ($5,000,000.00) if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances; cargo damage/loss $100,000.00; workers’ compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall at a minimum comply with minimum requirements of the Federal Motor Carrier Safety

Administration and any other applicable regulatory state agency. Carrier is responsible for providing a list of all drivers and equipment covered under its insurance policy. Carrier will only assign drivers and equipment on the list to any shipment broker by Broker. Carrier will communicate any modifications to insurance coverage to Broker immediately. Nothing in this Agreement shall be construed to avoid Carrier’s general liability for performing the transportation services.

* 1. ASSIGNMENT OF RIGHTS: Carrier automatically assigns to Broker all of its rights to collect freight charges from Shipper or any responsible third party.

1. **CARRIER REPRESENTS AND WARRANTS THAT IT:**
	1. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;

* 1. Shall transport any property which is the subject of this Agreement (the “Property”), under its own operating authority and subject to the terms of this Agreement;

* 1. Makes the representations herein for the good and valid consideration to contract business with Broker;

1. Agrees that a client or shipper’s insertion of Broker’s name as the carrier on a bill of lading shall be for the Shipper’s convenience only and shall not change Broker’s status as a property broker nor Carrier’s status as a motor carrier according to the terms of this Agreement or any other Agreement existing between the Parties;

1. Shall 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 for rendering the services at issue 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 Section 3(H), Carrier shall be liable for consequential damages for violation of this Section 3(E); and

1. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, transportation of Hazardous Materials, (including the licensing and training of Hazmat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security 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, qualifications 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 it drivers; all applicable insurance laws and regulation including but not limited to workers compensation.

1. Carrier shall notify Broker immediately if its federal 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, cancelled, suspended, or revoked for any reason.

1. INDEMNIFICATION: to the extent permissible under applicable federal and state law, Carrier shall defend indemnify and hold Broker and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay damage to property, and personal injury or death, and Broker shall defend, indemnify, and hold Carrier harmless for any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

1. Does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify Broker in writing immediately if its safety rating is changed to “Unsatisfactory: or “Conditional”.

1. Authorizes Broker to invoice Carrier’s freight charges to shipper, consignee, or third parties responsible for payment.

1. Has independently investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of Broker and is granting Broker credit terms accordingly.

**4. MISCELLANEOUS:**

1. INDEPENDENT CONTRACTOR: Carrier is not an employee of Broker, for any purposes, but is an independent contractor for all purposes, including U.S. federal income tax purposes. Carrier further specifically agrees as follows:

* 1. Payment of Taxes: Carrier agrees to pay promptly all taxes of any nature, including but not limited to withholding, self-employment, and/or other taxes arising out of or incurred by Carrier in connection with the Services performed by Carrier pursuant to this Agreement (hereinafter collectively referred to as the “Taxes”) when they become due. The Parties agree that the provisions of this Section 4(a) of this Agreement shall remain in full force after, and shall survive, the termination of this Agreement.

* 1. Representations by Carrier: Carrier agrees to hold itself out as an independent contractor, at all times, and not as an employee of Broker. Carrier will not make any statements or representations, actual or implied, to any person or entity that could or would lead such person or entity to believe that Carrier is an employee of Broker and not an independent contractor.

1. NON EXCLUSIVE AGREEMENT: Carrier and Broker acknowledge and agree that this Agreement 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.

1. WAIVER OF PROVISIONS

* 1. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term of provision.

* 1. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

1. NO BACK SOLICITATION:

* 1. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments for a period of twenty-four (24) month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of shipper customers were first tendered by Carrier by Broker.

* 1. During the Term of this Agreement and for twelve (12) month period after the termination hereof, Carrier agrees that it shall not hire or attempt to hire any of Broker’s employees without first obtaining Broker’s valid consent in writing.

* 1. In the event of breach of this Section 4(E), Broker shall be entitled, to all and any remedies available in law or equity against Carrier. This includes but is not limited to the fact that Carrier may seek injunctive relief and in the even it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney’s fees.
1. CONFIDENTIALITY:

* 1. Definition of Confidential Information: As used herein, the term “Confidential Information means any and all information made known or available to, or developed or discovered by Broker or any of its agents, representatives or employees, incident to or arising from conduct of the Broker’s business, however and whenever acquired, including, but not limited to, customer information, customer lists, trade secrets, business procedures, intellectual property, software source code, databases, and similar information.

* 1. Exclusive Property: The Parties hereto agree that the Confidential as defined in Section 4(E)(i) which term also includes but is not limited to any information that Broker may from time to time designate as Confidential Information, is the exclusive property of the Broker.

* 1. Disclosure of Confidential Information:

* + 1. *Non-Disclosure.* Carrier acknowledges and agrees that Confidential Information are all valuable, special and unique assets of Broker, and that Carrier shall not disclose the Confidential Information or any item thereof to any person, firm, corporation, partnership, proprietorship or other entity for any reason or purpose whatsoever, except as specifically instructed by the Broker.

* + 1. *Injunctive Relief.* The parties agree that any breach of this section 4(E)(iii) will cause substantial and irreparable damage to the Broker, the exact amount of which will be impossible to ascertain, and accordingly, Broker will be entitled, as a matter of course, to injunctive relief together with any other relief to which it may be entitled in law or in equity.

* 1. Survival: The Parties agree that the provisions of this Section 4(E) of this Agreement shall remain in full force after, and shall survive, the termination of this Agreement.

1. NON-CIRCUMVENTION AND NON-SOLICITATION OF BROKER EMPLOYEES: The Parties hereto shall make all necessary efforts and take all prudent action to adhere to and effectuate the terms of this Agreement. Neither Party shall attempt to circumvent the provisions of the Agreement, including all rights, duties and obligations hereunder except as expressly provided herein.

1. COMPLIANCE WITH ALL LAWS AND REGULATIONS: During the term of this Agreement, Carrier agrees to comply with all laws, including but not limited to, U.S. federal, state, and local laws, statutes, ordinances, and any other governing and applicable provisions.

1. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. Seq. attached may not be amended, except by mutual written agreement.

1. NOTICES:

* 1. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
1. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day’s prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

1. SEVERANCE SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

1. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

1. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

1. GOVERNING LAW: This Agreement and the transactions contemplated herein shall be governed according to the laws of the State of Utah.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

BROKER CARRIER

Windom Logistics \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Broker Signature Carrier Rep. signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**Address:** 415 W. Valley Blvd #16 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Colton, CA 92324 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PLEASE SEND COMPLETED PACKET AND REQUESTED DOCUMENTS TO

COMPLIANCE@WINDOMLOGISTICS.COM