



# CARRIER PROFILE ANALYSIS

Carrier Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Remit To / PO Box: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Payment Email (payment notifications will be emailed to this address): \_\_\_\_\_

Dispatcher Names: \_\_\_\_\_

Dispatch Email Address: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Regular Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

MC Number: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Date Insurance Expires: \_\_\_\_\_

Number of Tractors: \_\_\_\_\_ Number of Dry Vans: \_\_\_\_\_

Number of Flatbeds: \_\_\_\_\_ Number of Reefers: \_\_\_\_\_

Does your company factor? (check one): ☐ YES ☐ NO

PREFERRED LANES: (Please tell us how we can help you re-load your trucks.)

FROM: \_\_\_\_\_ (State/ City) TO: \_\_\_\_\_ (State/ City)

FROM: \_\_\_\_\_ (State/ City) TO: \_\_\_\_\_ (State/ City)

FROM: \_\_\_\_\_ (State/ City) TO: \_\_\_\_\_ (State/ City)

FROM: \_\_\_\_\_ (State/ City) TO: \_\_\_\_\_ (State/ City)

\*\*\*\* Please Fax Back To: 704-784-3036 \*\*\*\*



**ARMSTRONG TRANSPORT GROUP, INC.**

P.O. Box 560687 Charlotte, NC 28256 // Toll Free: 877-240-1181 // Fax: 704-784-3036 // Email: [info@armstrongtransport.com](mailto:info@armstrongtransport.com)

# STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY



## STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY Between A MOTOR CARRIER BROKER AND A MOTOR CONTRACT CARRIER

THIS Standard Contract for Transportation of Property ("Agreement") effective this \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ herein referred to as "Carrier," and Armstrong Transport Group, Inc., a North Carolina Corporation, with its principal office located at 86 Wilkinson Ct, Concord, NC 28025, herein referred to as "Broker." Carrier is an interstate motor carrier operating pursuant to authority granted to it by the Federal Motor Carrier Safety Administration ("FMCSA") and the U.S. Dept. of Transportation under Docket No. MC \_\_\_\_\_ and US DOT # \_\_\_\_\_. Broker is an interstate property broker operating pursuant to authority granted to it to do so by FMCSA under Docket No. MC555609. Carrier and Broker agree and contract as follows:

1. Broker agrees to offer for shipment and Carrier agrees to transport using its own equipment at least one shipment of freight from Broker's customer(s) (including any shipper(s) and/or consignees of freight, and their agents) during the term of the Agreement, subject to the availability of suitable equipment. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be extended by (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 period. 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.
2. Each shipment tendered to Carrier pursuant to this Agreement shall be to Carrier as a motor contract carrier. Carrier shall not use any substitute service to provide the transportation service and warrants and agrees that no shipment shall be re-brokered. If Carrier uses substitute service or re-brokers a shipment, then: there shall be no obligation by Broker to pay Carrier's charges; and Carrier shall be required to defend, indemnify and hold harmless Broker, shipper's agent, shipper and/or consignee against any claim (including any claim for freight charges, personal injury, property damage, loss, claim, injury obligation or liability arising therefrom) including all attorney's fees. Broker is authorized, but not required, to pay for said substitute services and to deduct the amount paid from any amounts due to Carrier. Carrier agrees that when it accepts a load of freight arranged by Broker pursuant hereto, that Carrier shall not transport any additional freight for any other person or entity on the equipment used to transport a load arranged by Broker.
3. Carrier shall provide and maintain at its sole cost and expense, insurance with per occurrence minimum limits in the greater amount of: (i) the minimum requirements of the FMCSA and any other applicable regulatory agency, or (ii) comprehensive general liability in the amount of \$1,000,000; auto-liability (including hired and non-owned vehicles) insurance covering bodily injury (including death) and property damage in the amount of, at least, \$1,000,000 (\$5,000,000 if transporting HAZMAT); cargo damage insurance in the amount of at least \$100,000; workers' compensation insurance coverage as required by law and employers liability insurance in the amount of at least \$100,000.. Carrier agrees to provide Broker a certificate of insurance listing Broker as certificate holder prior to transporting or assigning the load to the Carrier's driver. Carrier agrees it is responsible for all cargo hauled for Broker at the full replacement value based off of the original invoiced amount. Carrier shall require its insurance provider to supply Broker with a written 30-day notice prior to insurance cancellation.
4. Broker agrees to pay Carrier for transportation of freight moved under this Agreement according to the rates mutually agreed upon in the document known as the "Rate Confirmation." Broker shall confirm any verbally agreed upon rates to Carrier prior to the freight movement in the Rate Confirmation. If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed upon charges for the movement, unless Carrier indicates to the contrary to Broker within thirty (30) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and later confirmed in writing, or as established by the payment of the invoices together with the underlying freight bills shall be deemed appendices to and considered part of the Rate Confirmation. Carrier agrees to invoice broker in a timely manner and will enclose a copy of the signed Rate Confirmation, proof of delivery, Bill of Lading, Lumper receipts (if applicable), or any other documentation that may be required by Broker. It is understood and agreed that Broker's receipt of payment from Broker's customer is an express condition precedent to Broker's payment obligations hereunder and provides the source of payment to Carrier. Carrier and Broker expressly agree that this is an agreement for specified services pursuant to 49 U.S.C. § 14101(b); thus, the terms of any tariff, statute, rule, regulation, or other agreement(s) that are inconsistent with or conflict with the terms of this Agreement or the rate set forth in any Load Confirmation shall not apply; and, Carrier expressly waives any and all rights and/or remedies to which it may be entitled under 49 U.S.C., Subtitle IV, Part B (ICC Termination Act of 1995) to the extent that the same conflict with any term of this Agreement.

Initials \_\_\_\_\_

revised date: 05.01.17



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5. Carrier agrees to comply with specific instructions from the shipper or consignee by way of Broker or by direct communications with the shipper at the time of loading or while en-route and shall provide when requested, protective service, multiple stops, direct dispatch, drop shipments, inside deliveries, spotting trailers and expedited shipments. Carrier, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Carrier shall not cause or permit any shipment tendered hereunder to be transported on any non-owned company equipment without the prior written consent of Broker.
6. Carrier represents and warrants that Carrier is now and at all times hereafter will be qualified and duly and lawfully authorized to conduct all the services and to transport all product hereunder. , Carrier shall immediately notify Broker of any change in such status. Carrier shall strictly comply with all applicable federal and state D.O.T. regulations as well as all other laws, regulations, and industry standards pertaining to the operations of a motor carrier. Carrier shall hold a safety rating from FMCSA of "Satisfactory" and shall promptly advise Broker in the event that its rating is changed to any rating other than Satisfactory. Carrier shall ensure that reported Safety Measurement System ("SMS") scores are below the intervention threshold for all Behavior Analysis and Safety Improvement Categories ("BASICS").
7. Carrier shall be fully and solely responsible for the cargo shipped from the time the shipper releases it to Carrier until it is delivered and received by the consignee, which liability shall be no less than that of a "common carrier" as provided for in 49 U.S.C. § 14706. Carrier agrees that Broker has no role in how any cargo is loaded, transported, delivered or unloaded. Carrier assumes the liability standard applicable to a motor common carrier as provided in the Title 49 of the United States Code and the U.S. Code of Federal Regulations.
8. All loss and damage claims shall be governed by federal regulations, including 49 CFR Part 370 (the Carmack Amendment) and Part 1005. In no event shall either party be liable for special, incidental, punitive and consequential damages that relate to loss, damage or delay to a shipment or for any other reason. No writing of any description including a filed tariff shall be competent to show that there has been a waiver within the meaning of 49 USC 14706(c) unless the same shall have been actually signed by an officer of Broker and/or the shipper, shipper's agent or consignee. If the shipper/consignor, consignee, Broker's customer or other person or entity pursues a claim for cargo loss, theft, shortage, damage or delay involving a shipment tendered to Carrier hereunder directly against Carrier and prevails in pursuing recovery for such a claim, such party shall be entitled to recover from Carrier its costs and attorneys' fees incurred in pursuing such action. Broker shall have the right to deduct, withhold payment of, or otherwise offset against any amounts that Broker may owe to Carrier, the full amount of any claim for loss of and/or damage to cargo, for delay in delivery, or for any other claim that Broker may have against Carrier. Additionally, should Broker, in its sole discretion, pay any customer, shipper, consignee, or other party in interest for a cargo loss and/or damage claim or claim for delay in delivery of freight, Broker shall be deemed to be subrogated to the rights of such party to pursue such claim against Carrier and any other potentially responsible person or entity.
9. Carrier shall be responsible and agrees to hold harmless and to indemnify Broker and its customer(s) from, for, and against any and all personal injury, property damage, loss, claim, or any other obligation or liability arising from Carrier's actions, omissions, behavior or transportation pursuant to this Agreement and to hold Broker's clients harmless and indemnify Broker's clients for all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carrier's actions, behavior or transportation pursuant to this Agreement.
10. Carrier agrees that for each load tendered hereunder, shall issue and sign a Bill of Lading listing Carrier's name and will bill all charges for transportation services directly to Broker and, together with the bill, shall provide Broker with a copy of the signed Bill of Lading and Delivery Receipt. Broker agrees that it will pay all such freight bills within twenty-eight (28) days from the postmarked date of Carrier's invoice, provided there was good and timely delivery of the cargo, and neither the shipper, nor the consignee, has notified the Broker of any claim arising from the transportation of the shipper's goods.
11. Carrier agrees to support and protect Broker's investments of time, money and resources in the development of business relationships by making no direct contact or solicitation of Broker's customers. During the term of this Agreement and for a period of one (1) year after the termination of the Agreement, Carrier, its officers and directors, shall not directly or indirectly, solicit or do business of a transportation nature with any of Broker's customers who are serviced by Carrier. If the Carrier breaches this provision, Carrier agrees to pay Broker liquidated damages, in an amount equal to 30% of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight. In addition, Broker may seek injunctive relief.
12. The relationship of Carrier to Broker shall be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection of the payments to Carrier from customer. Carrier agrees that it will look only to Broker for payment. Broker is liable only to carrier for the payment of loads that the customer, shipper, consignor has paid the Broker. Broker and Carrier agree that Broker is a separate and distinct entity from Carrier, and the persons operating vehicles and equipment for Carrier are not, and shall not be, the employees of Broker.

Initials \_\_\_\_\_

revised date: 05.01.17

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13. Carrier agrees that Broker's compensation, hereunder for its services, is confidential and need not be disclosed to Carrier. Carrier further agrees that it will not reveal to anyone the terms of this Agreement, the pricing of transportation services, or any other detail of the business conducted between Carrier and Broker. Carrier and Broker further agree that all documents, forms, rate sheets, form bills of lading, reports, memoranda, drawings, specifications, photographs and other tangible information provided by Broker to Carrier shall remain confidential and shall not be shared with third-parties, or used for other transactions, and remain the valuable property of Broker, and be returned to Broker upon termination of this Agreement.
14. It is understood and agreed between the parties to this Agreement that this is a non-exclusive agreement. Carrier shall be free to accept freight for transportation from customers other than Broker. Broker shall be free to tender freight for transportation to motor carriers other than Carrier.
15. The parties agree that this Agreement was entered in the City of Concord, the State of North Carolina, whose courts shall have exclusive jurisdiction and venue for any litigation arising from this Agreement. The laws of the State of North Carolina shall govern the construction and interpretation of this Agreement, unless preempted by Federal Law. Carrier agrees to pay all the Broker's costs of enforcing this Agreement including, but not limited to, its attorney's fees.
16. This Agreement shall be effective continuously and remain in effect until either party terminates it with no less than thirty (30) days written notice. Carrier may not assign this Agreement to another party without the express written consent of the Broker.
17. This Agreement and any Rate Confirmations or other documents issued or accepted by Broker pertaining to a load for freight tendered by Broker to Carrier constitute the entire agreement between the parties hereto and are intended to be a complete integration of terms. The terms of any subsequent signed rate confirmation, Bill of Lading or Proof of Delivery shall be subordinate to the terms and conditions of this Agreement. No other prior or contemporaneous agreements exist between Broker and Carrier, except as are set forth herein. No termination or expiration of this Agreement shall relieve either party from any obligation that was incurred hereunder prior to the effective date of such termination or expiration; and, this Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors or assigns. Carrier agrees to retain a copy of this Agreement and each Load Confirmation and other documents issued in connection herewith for a period of three (3) years following termination or expiration hereof. The person executing this Agreement on behalf of Carrier warrants and represents that he/she has valid, existing actual authority to execute the same on behalf of Carrier and agrees to personally indemnify Broker from any breach of this warranty of authority. If any term or provision hereof is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such term or provision shall be deemed to be modified to be enforceable or, alternatively, shall be deemed to be severed here from, and shall not affect the remaining provisions hereof, which shall remain enforceable to the full extent allowed by law. Rights and remedies are cumulative. The 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. The terms of this Agreement shall be binding upon and inure to the benefit of any successors and, to the extent allowed hereunder, to the assigns of the assigns of the respective parties hereto. To the extent not governed by federal safety regulations, time is of the essence of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be a duplicate original hereof.

The parties acknowledge and agree that it is standard in the industry to transmit this Agreement between parties by facsimile (fax) or email for the completion of signatures, and agree that all shall have the same full force and effect as an original document.

The party executing of this Agreement represents that he or she has the authority to do so on behalf of the party that they represent.

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Authorized Carrier Signature

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Print Name

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Date:

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Armstrong Transport Signature

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Print Name

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Date:

*revised date: 05.01.17*

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