



AGREEMENT made this \_\_\_\_\_ 20 \_\_\_\_, by and between Jung Logistics Inc., 201 Air Cargo Way, Milwaukee, WI 53207, MC #420029, hereafter referred to as “BROKER”, and \_\_\_\_\_ at \_\_\_\_\_, hereafter referred to as “CARRIER”. CARRIER shall include all related companies, whether carrier, broker, freight forwarder, holding company or otherwise, and also includes all principals of CARRIER, including officers, directors and shareholders acting directly and indirectly.

1. BROKER agrees to arrange for shipment and CARRIER agrees to transport in its own equipment at least one (1) shipment annually and such additional quantities of freight as BROKER may tender subject to the availability of suitable equipment. CARRIER may not assign, sub-contract, re-broker, co-broker, interline or transfer any portion of this contract, or the duties and obligations within, to another carrier operating under separate authority without BROKER’S written consent.

2. CARRIER will obtain and maintain, during the term of this Agreement, at its sole expense, the following minimum types and amounts of insurance: Comprehensive, General Liability in the amount of \$1,000,000 (Broad Form) each occurrence. CARRIER will obtain and maintain commercial automobile liability coverage for all owned, hired and non-owned vehicles in the amount of not less than \$1,000,000. CARRIER will have obtained authority from the F.H.W.A/D.O.T. to operate as a contract carrier and will maintain this authority and insurance for the protection of cargo in the amount of \$100,000, prior to acceptance of shipments from BROKER. The amount of cargo insurance required may be increased by notification to meet the added valuation of specific shipments. Cargo insurance shall be in the form required by Code of Federal Regulation [49 C.F.R.], and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration filing under statutory requirements.

3. BROKER agrees to pay CARRIER for the transportation of freight moved under this Agreement in accordance with the rates, and other terms and conditions set forth in Appendix “I” attached hereto and made a part hereof. Modifications or additions to such may be agreed to in writing or may be made verbally to meet specific shipping schedules. Confirmation of verbally agreed rate modification(s) must be made by a signed recap faxed to BROKER within one (1) business day. All modifications or additions to the rate(s) made either in writing or verbally and confirmed in writing, shall be deemed addenda to, and considered an integral part of this Agreement.

4. BROKER and CARRIER agree that transportation services hereunder are to be in compliance with the Code of Federal Regulations (49 C.F.R.) by assigning motor vehicles for a continuing period of time for the EXCLUSIVE use of BROKER, or providing specialized services or equipment designated to meet the distinctive needs of BROKER or the consignor. Such services shall include, but shall not be limited to, expedited shipments consisting of mandatory, time sensitive delivery schedules.

5. CARRIER will comply with all applicable D.O.T. rules and regulations as well as all other Federal or state regulations pertaining in any fashion to the operations of a motor carrier. CARRIER agrees to keep in full force and effect, public liability insurance as required by the Federal Highway Administration, and Workers’/Unemployment Compensation Insurance respecting its employees, or those contractors deemed such under applicable state law. CARRIER will at all times maintain certificates/declarations evidencing such insurance/coverage on file with BROKER from any liability damages, costs, etc. accruing to BROKER whatsoever as a result of CARRIER’S breach of these provisions. CARRIER agrees and acknowledges that by signing this Agreement they are in compliance of Part 382, 391, 392, 393, 395, 396, and 397 of 49CFR. Additionally, CARRIER agrees and acknowledges that by entering, accepting, signing, and/or performance of this Agreement they are required to comply with all Federal Motor Carrier Safety Regulations.

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6. CARRIER will maintain a "Satisfactory" DOT safety rating of the equivalent thereof., and qualification as an "authorized motor carrier" per 49 CFR 371.2 CARRIER agrees that at no time during the term of this contract with BROKER shall it have an "Unsatisfactory" or "Unfit" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCSA"), and that it has no knowledge of any threatened or pending interventions by FMCSA under CSA 2010; nor is it subject to any investigation or disciplinary action by any state agency related to the enforcement of safety laws and regulations. If this should change, CARRIER will send BROKER written notice of the change by certified mail within five (5) calendar days and BROKER shall have the option of cancelling this Agreement immediately without notice. If CARRIER receives an Unsatisfactory or Unfit safety rating, or a rating is changed from Satisfactory to Conditional or from Continue to Operate Marginal, it shall immediately notify BROKER; AND shall not transport any shipment or freight hereunder without BROKER'S prior written consent.
7. CARRIER warrants that, at its cost and expense, it shall furnish for exclusive use in BROKER'S service sufficient vehicles suitable for the lawful carriage of cargo tendered by BROKER. CARRIER shall operate and maintain the motor and allied equipment necessary in good working condition and in compliance with all applicable laws and regulations. CARRIER, at its cost and expense, also shall provide adequately trained drivers, and provide the proper performance of the trucking services herein provided. All equipment used by CARRIER in the performance of transportation functions hereunder shall at all times be under the exclusive control of CARRIER and shall meet the requirements of Appendix "II" attached hereto and made a part hereof.
8. In the event of delay in the carriage of BROKERED freight, CARRIER shall, at its expense, forthwith advise BROKER, giving an estimate of the anticipated delay in delivery, and shall, promptly take steps to reload the freight in replacement equipment or take other reasonably necessary steps to minimize delay, at CARRIER'S sole expense.
9. BROKER (and/or its shipper(s)/customer(s)) shall issue a bill of lading in their own name(s) and shall be ultimately liable to the owner of the freight for full actual loss and damage to the freight transported under this Agreement while in the custody of the CARRIER. All claims for loss, damage and salvage shall be handled and processed in accordance with the Code of Federal Regulations (49 C.F.R.).
10. The provisions of Paragraph nine (9) above notwithstanding. CARRIER agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from loss or damage to any freight or for the late delivery, miss-delivery or failed delivery of freight transported by CARRIER pursuant to this Agreement including all costs to defend claims. Carrier also agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from personal injury or property damage, which may occur during the operations of CARRIER pursuant to this Agreement including all cost to defend claims unless the personal injury of property damage was due to the negligence of the BROKER.
11. Carrier shall notify BROKER immediately upon knowledge of overages, shortages, or damage to products or goods CARRIER handled for BROKER. CARRIER shall return overages. Disposition of damaged goods will be determined by BROKER. CARRIER agrees that for purposes of claims, BROKER may act in the place of its customer and BROKER may properly present claims on behalf of its customers. BROKER'S customer may elect to present claims on its own behalf, in which instance BROKER'S customer shall be recognized as the "Shipper" for claim purposes.
12. CARRIER shall be liable for the full actual loss resulting from loss, damage, injury, or delay, CARRIER shall not be held responsible for shortages in the absence of evidence of tampering, breakage or lack of due care by CARRIER. In the event of loss, damage, overage or shortage, CARRIER agrees to notify BROKER of such incidents immediately, but in no case more than 24 hours after discovery, in writing via facsimile, e-mail, or regular mail.

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Unless there is a written agreement with either the BROKER or the BROKER'S customer in the bill of lading specifying released value rates or limitations of recoverable damages, BROKER shall be entitled to recover all lawfully provable damages for freight loss, damage or delay caused by CARRIER without limitation.

Any Agreed to limitation shall be in writing and shall be specific as to commodity and service and general incorporation or references to published sales or tariffs shall be null and void.

13. Any claims will be handled in the following manner:

- i. A claim for loss, damage, injury or delay to cargo will be filed in writing, as provided below, with CARRIER, within 180 days of the date CARRIER notifies that the shipment is lost, damaged or delayed.
- ii. CARRIER will, upon receipt in writing of a claim in the manner and form described herein, acknowledge receipt of such claim in writing within 30 days after the date of its receipt by CARRIER, unless CARRIER will have paid or declined such claims in writing within 30 days thereof. A CARRIER will indicate in its acknowledgements what, if any, additional documentary evidence or other pertinent information may be required by it to process the claim, based on CARRIER'S preliminary examination of the claim as filed. CARRIER agrees that in any case where it does not decline, pay or acknowledge receipt of claims within said 30 days that it has agreed to the validity of the claim and the amount stated therein and will thereafter pay said claim within 30 days.
- iii. CARRIER, when it has received written claim for loss or damage, injury, or delay to property transported, will pay decline, or make a firm compromise settlement offer in writing within 60 days after receipt of the claim by CARRIER. If CARRIER and BROKER (or its customer), do not come to final settlement within 60 days, BROKER may cancel this Agreement and/or seek to recover the damages, including attorney fees and all other expenses, through all legal, administrative or equitable remedies available. CARRIER shall not be responsible for loss damage, injury or delay resulting from acts of God, public enemy, revolution, civil disorder, acts of terrorism, or war.
- iv. CARRIER shall be liable for the "full actual loss" resulting from loss, damage, injury or delay. "Full actual loss" means the invoice price of freight tendered to CARRIER for transportation as well as consequential damages if the carrier is put on notice of the possibility thereof.
- v. The bill of lading shall be noted by the CARRIER that the shipments were transported by CARRIER, acting as a CARRIER, and that the shipment was arranged by BROKER, acting as BROKER.

14. CARRIER will bill all charges for transportation services directly to BROKER, and CARRIER shall provide BROKER with the original signed bills of lading and delivery receipts, for all shipments in conformity with the procedures set forth in Appendix "I". No billing for any run will be accepted after ninety (90) days from the date of the shipment. All billings received after ninety (90) days from the date of the shipment will not be processed for payment. Carrier shall retain such records for three (3) years after delivery of the involved shipments or for such greater period of time as may be required by federal or state laws, rules, or regulations.

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15. The relationship of CARRIER and BROKER shall, at all times and for all purposes, be that of an independent contractor. The relationship of partners, joint venture, principle and agent, and employer/employee **being hereby expressly disclaimed.** CARRIER warrants and agrees that all drivers of motor vehicles and persons employed in connection with the transportation and carriage of brokered freight are subject to the direction, control, management, discipline, and supervision of the CARRIER. CARRIER agrees that it will look to BROKER for payment only. BROKER shall remain liable to CARRIER for payment of all legitimate freight charges hereunder that are submitted within 90 days from the date of the shipment; payment by its customers notwithstanding.
16. During the existence of this Agreement and for a period of one year after its cancellation, CARRIER shall not solicit or transport, directly or indirectly, freight or carriage from any shipper, consignor, consignee or customers of BROKER where (a) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (b) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and "back-solicits" BROKER'S customers, or obtains traffic from such a customer, BROKER then is entitled for a period of fifteen (15) months after the first involved traffic first begins to move, to a commission from CARRIER of fifteen percent (15%) of the transportation revenue invoiced on the movements of the traffic and the payment of all costs and attorney's fees expended to secure the fifteen percent (15%). This is in addition to any other compensatory and punitive damages, the right to temporary or permanent injunction and all other legal remedies.
17. CARRIER agrees that BROKER'S compensation for its services hereunder is confidential, and will not be disclosed. CARRIER further agrees that it will not reveal to anyone the terms of this Agreement, the pricing of transportation service, or any other details of the business conducted between CARRIER and BROKER. CARRIER agrees that billing for all transportation services hereunder will be billed only to the BROKER. All billing generated directly to the customer, and not to BROKER as identified in this Agreement, will subject the CARRIER to a monetary penalty. This monetary penalty, paid to the BROKER, will be ten percent (10%) of the CARRIER charges. The penalty will be paid to the BROKER as soon as the billing error is discovered. There will be no time limit for this monetary penalty and penalties may be withheld from future settlements to the CARRIER.
18. Nothing in this Agreement shall be interpreted or shall have the effect of guaranteeing to CARRIER any particular number of loads annually, volume of business, or the loads of any particular shipper.
19. Notwithstanding the above, either party may terminate this Agreement without penalty on one (1) day's written notice as a result of a material violation or breach by the other party of any provisions of this Agreement or the execution of a subsequent agreement. If material violation or breach occurs, resulting in termination of this Agreement as described, CARRIER agrees to complete carriage and delivery of any loads in possession or in progress, or surrender such loads to the BROKER, at BROKER'S discretion. Under no circumstances may the carrier retain loads or freight of BROKER'S customers or shippers as collateral for outstanding bills, invoices, or disputed charges and claims. Such unlawful retention shall constitute conversion. CARRIER shall be charged two hundred percent (200%) of the fair market value of the goods, load(s) or freight, on a daily basis- until such unlawful retention ceases.
20. Unless otherwise stated, all notices which may be given in connection with this Agreement or required by law or regulation shall be in writing, shall be sent by the party desiring to give such notice to the other party by first class mail, electronic mail, or facsimile, addressed to such party at its address shown herein, and shall be deemed to have been given when so sent. If electronic or facsimile service is chosen, original copies shall be sent to receiving party by first class mail.

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21. CARRIER shall neither have nor claim any lien rights on or against any property transported under this Agreement. However, should a consignor or consignee notify BROKER of a claim for a loss or damage to the property transported by CARRIER under this Agreement, CARRIER agrees that BROKER and consignor/consignee shall have the right to set-off, an amount equal to the value of such loss or damage, from any freight charge payments due CARRIER.
22. In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees become bankrupt or for any reason defaults on its obligation to pay freight charges and fees which BROKER had already paid to CARRIER; CARRIER agrees that all of its right, title, and interest in such charges and fees shall be, and hereby are transferred and assigned to BROKER for the purposes of collection and recovery from the responsible party(s).
23. The term of this Agreement shall be for one year from the date shown above. That term may be extended for another year by mutual agreement at or prior to the expiration of the first year, or if no further agreement is executed by that date, this Agreement shall remain in effect until superseded by a subsequent agreement, or canceled upon thirty (30) days written notice of cancellation by either party. CARRIER shall maintain a copy of this Agreement on file for a period of at least three years after it is terminated or canceled.
24. Obligations of this Agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the Agreement shall continue in full force and effect.
25. CARRIER will guarantee 100% on time delivery except in the event of Force Majeure. The parties further agree that in those cases where the BROKER determines that a CARRIER'S performance, as regards to guaranteed arrival times, is not in conformity with this contract, and no reasonable justification is shown therefore, the following adjustments will be made to the rates and charges:
- i. If, as a result of CARRIER'S failure, a "critical" situation is created which would cause a potential shut down, alternative transportation may be arranged by BROKER and charged back to CARRIER. Additional costs charged by the customer relating to a late shipment may also be charged back to the CARRIER.
26. The above reductions in pay will not be applicable for delays, which are beyond the control of the CARRIER (i.e. traffic, natural disasters, severe weather, etc.) if the CARRIER makes reasonable efforts to avoid or resolve the delay. The CARRIER must communicate this delay to the BROKER immediately upon knowledge of the delay. If the CARRIER does not communicate to the BROKER the uncontrollable delay within thirty (30) minutes of the actual delay, the reduction in pay will continue to be in effect.

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27. The contract is binding upon the parties hereto, their successors and assigns, shall be construed at all times under the laws of the State of Wisconsin (paragraph five (5) shall constitute an exception thereto, as an exception thereto, as that state law which may apply to CARRIER for those limited purposes will be on the basis of the

CARRIER'S principal office address, domicile, and/or scope of operations) and shall be deemed executed in Milwaukee, Wisconsin.

**This Agreement shall constitute the entire agreement between the parties on the matter referred to herein and any amendments to this Agreement shall be in writing, signed by both parties.**

Jung Logistics Inc.

CARRIER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

Date: \_\_\_\_\_.

Date: \_\_\_\_\_



# Broker-Carrier Agreement

## Appendix I

1. BROKER will contact the CARRIER with pickup Location and response time needed. CARRIER will acknowledge and confirm availability of the equipment and approve the response time needed. CARRIER will then hold vehicle for fifteen (15) minutes allowing BROKER enough time to secure shipment.
2. Once shipment had been secured by BROKER, BROKER will fax/email the Confirmation of Contract Carrier Agreement to CARRIER. CARRIER will sign and email/fax the Confirmation of Contract Carrier Agreement back to BROKER prior to arriving at the shipper and/or picking up the freight. CARRIER will provide their vehicle number and order number on the signed Carrier Agreement.
3. BROKER requires timely updates from CARRIER when CARRIER had arrived at shipper, is loaded (pieces, weight, and bill of lading), arrived at consignee, and has unloaded (POD required).
4. CARRIER will update BROKER as to location of vehicle every two (2) hours on any runs with a direct running time of under twelve (12) hours. CARRIER in confirming their ability to track and trace the shipment twenty-four (24) hours a day or will provide BROKER with phone number in which 24-hour tracking can be done.
5. Normal operating procedures for expedited freight will apply; these rules include, but are not limited to, notification of any and all on route delays and or problems, delays in loading or unloading and any damage to the freight.
6. CARRIER will furnish and update as necessary the following information to BROKER: Operating Authorities, Certificate of Insurance, change of address, change of phone number, etc...
7. All mileage for billing will be compute using PC Miler Practical zip-to-zip miles.
8. All runs from Michigan to Western New York or vice versa, will operate through the country of Canada.
9. A stop off charge of \$25.00 per multiple pick-up or stop-off will be paid to the CARRIER by BROKER.
10. All detention time will begin one (1) hour after the agreed pick-up time or one (1) hour after the agreed delivery time. Detention charges will be paid per each individual customer's contract in place with Jung Express
11. No billing will be accepted for any load offered and accepted and then cancelled within thirty (30) minutes after acceptance time. Acceptance time is considered the time stamp on the BROKER'S copy of the Confirm of Contract Carrier Agreement.
12. TRAILER SAFETY REQUIREMENTS (appendix II attached) must be adhered to and followed at all times for any and all shipments handled under this agreement.
13. All funds will be paid in U.S. Currency 45 days after carrier's invoice and bill of lading is received.

Jung Logistics Inc.:

CARRIER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Broker-Carrier Agreement

## Appendix II

This is to advise that the following safety-related actions must be implemented. These actions are to provide the utmost injury-free environment to all personnel involved in the transporting, loading and unloading of CARRIER equipment involved with the freight. Safety of all of our personnel is our highest mandate and your immediate cooperative assistance is necessary.

1. The policy is that all trailers at the end of the tenth (10th) year from date of manufacture can no longer be used in service. Trailers with an original date over ten (10) years listed on the manufacturer's ID plate located on the left-hand side of the trailer, lower front, or missing plates will be rejected for loading or unloading.
2. The policy is that Fiberglass Reinforced Plywood trailers or straight truck boxes will no longer be acceptable. It is expected, of course, that only safe and adequate equipment will be provided during the time period as stated in our Broker/ Partner Carrier Agreement.
3. All semi-trailers and straight truck boxes must have a minimum of 20,000-pound dynamic floor rating maintained over a ten (10) year period.
4. **REPAIRS:** must comply with the Truck Maintenance Council Standards of the American Trucking Association.
5. **DRIVER SAFETY TRAINING:** must comply with the Federal Motor Carrier Safety Regulations, and the applicable state laws and regulations.
6. **INSPECTIONS:** must comply with all Federal Motor Carrier Safety Regulations (49 C.F.R.)
7. **TRUCK TRAILER FLOOR RATING:** must comply with the individual requirement of the shipper's facilities.
8. Trailers shall be equipped with ICC Bar.
9. **FHWA INSPECTION STICKER:** must be displayed on trailer and be no older than six (6) months.
10. **SLIDING AXLES ON TRUCK TRAILERS:** are to be fully functional and moved to the rearward position of the trailer before tendering for pickup or delivery at facilities.
11. All Freight must be properly secured to eliminate any movement during transit. Trailers and straight truck boxes shall be equipped with E-Tracking, straps, and load bars.
12. All semi-trailer equipment must be a minimum of 48 foot, air ride equipment unless otherwise agreed to by BROKER in writing.

Jung Logistics Inc.:

Carrier:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





**Partner Carrier Profile**

\*\*\*(Please fill our any information you may not include on a cover sheet or profile sheet)\*\*\*

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

**Physical Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Mailing Address (If different from physical):**

**Street or P.O. Box:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Address you wish payment to be mailed to:** \_\_\_ Physical \_\_\_ Mailing

**Contact Name:** \_\_\_\_\_

Jung Logistics Inc. 201 Air Cargo Way Milwaukee, WI  53207 Ph: 1(414) 747-
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**Phone:** \_\_\_\_\_

**Toll-Free:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Emergency Contact Phone:** \_\_\_\_\_

**Emergency Contact E-Mail Address:** \_\_\_\_\_

**SCAC Code:** \_\_\_\_\_

**Company FEIN #:** \_\_\_\_\_

**ICC or MC #:** \_\_\_\_\_

**US DOT #:** \_\_\_\_\_

**Year Company Founded:** \_\_\_\_\_

**Initials**

**\*\*\* (Please circle Y for YES and N for NO) \*\*\***

**Do you have 24-7 Operation? Y N (If not, please specify hours below)**

**M-F \_\_\_\_\_ Saturday \_\_\_\_\_**

**Sunday \_\_\_\_\_**

**ISO Registered? Y N**

**TSA Certified? Y N TSA Registration #: \_\_\_\_\_**

**Bonded? Y N**

**Driver Communication:**

**Cell Phones? Y N**

**Satellite Equipped? Y N**

**Modes of Transportation:**

**(Please circle Y for YES and N for NO)**

**Expedite: Y N**

**Expedite Truckload: Y N**

**Truckload: Y N**

**LTL: Y N**

**Hazmat: Y N**

**Air Charter: Y N**

**Refrigerated: Y N**

**Flatbed: Y N**

**Specialized: Y N**

**Other: \_\_\_\_\_**

**Type of Equipment:**

<b>Number</b>	<b>Size</b>	<b>Number</b>	<b>Size</b>
<b>Cargo Vans _____</b>	<b>_____</b>	<b>Reefer _____</b>	<b>_____</b>
<b>Sprinter Vans _____</b>	<b>_____</b>	<b>Flatbed _____</b>	<b>_____</b>
<b>Straight Trucks _____</b>	<b>_____</b>	<b>Step Deck _____</b>	<b>_____</b>
<b>Dry Vans _____</b>			

**Initials \_\_\_\_\_**

**International**

**Do you haul freight...**

- |                           |          |          |
|---------------------------|----------|----------|
| <b>i. Into Canada?</b>    | <b>Y</b> | <b>N</b> |
| <b>ii. Out of Canada?</b> | <b>Y</b> | <b>N</b> |
| <b>iii. Intra Canada?</b> | <b>Y</b> | <b>N</b> |
| <b>iv. Into Mexico?</b>   | <b>Y</b> | <b>N</b> |
| <b>v. Out of Mexico?</b>  | <b>Y</b> | <b>N</b> |
| <b>vi. Intra Mexico?</b>  | <b>Y</b> | <b>N</b> |

**(Please fill out the corresponding Compliance/Security Table if you answered yes to any of the International questions.)**

<b>CSA Approved?</b>	<b>Y</b>	<b>N</b>	<b>CSA Registration No.</b> _____
<b>C-PTAT Approved?</b>	<b>Y</b>	<b>N</b>	<b>C-PTAT Registration No.</b> _____
<b>FAST Approved?</b>	<b>Y</b>	<b>N</b>	<b>FAST Registration No.</b> _____

**Initials**\_\_\_\_\_