

Welcome to Reckart Logistics Inc.
P.O. Box 908
Elkins, WV 26241

We will need the following information in order to qualify you do to business with us.

_____ **Carrier-Broker Agreement:** Completed and signed by an authorized individual. Each page must be initialed and dated.

_____ **Carrier Profile:** The rate confirmation will not be sent until References have been checked.

_____ **MC# Certificate:** Carrier will be checked against FMSCA's Safer system.

_____ **IRS Form W9.**

_____ **Safety Questionnaire:** Only if in business less than one (1) year or CSA Basics exceed one (1)

_____ **Certificate of Insurance:**

- a. Insurance coverage MUST be written by an insurance company having an A.M. Best's rating of A- or better
- b. Must contain policy numbers, expiration dates and dollar amounts
- c. Certificate must be faxed from insurance company and followed up by an original
- d. Must be signed by an agent and includes a cancellation policy between 10 and 30 days
- e. Must name "Reckart Logistics Inc." and "any other person or company as required by written contract" as additional insureds.
- f. Coverage Limits General Freight:
 1. General Liability of at least \$1,000,000
 2. Auto Liability of at least \$1,000,000
 3. Cargo Liability of at least \$100,000
 4. Reefer Breakdown (if applicable)

_____ **Additional Requirements for Hazardous Materials (Bulk Fuel):**

- a. Coverage Limits Hazardous Materials (Bulk Fuel):
 1. General Liability of at least \$1,000,000
 2. Auto Liability of at least \$1,000,000
 3. Cargo Liability of at least \$25,000
 4. Total Liability of at least \$5,000,000
- b. CSA Threshold Level
 - 60 or lower for Fatigued Driving (Hours of Service), Unsafe Driving
 - 75 or lower for Driver Fitness, Controlled Substances/Alcohol, Vehicle Maintenance

Thank you for choosing us. We look forward to doing business with you in the future.

**Please fax or email the information to the Carrier Qualification Department at
info@reckartlogistics.com or 888-233-4795.**

CARRIER PROFILE

Carrier Name _____ MC # _____ DOT # _____

Physical Address _____ Remit to Address _____

Phone # _____ Mobile # _____ Fax # _____

After Hours # _____ Email _____

Company Owner _____ Dispatcher _____

How long in business? _____ Federal ID # _____

****Must complete Safety Questionnaire if in business less than one year or CSA's exceed 1**

Number of Trucks: _____ Trailers: _____ Do you have HazMat Drivers: _____ If so, how many? _____

How do you communicate with your trucks? Satelite: _____ Cell: _____ Other: _____

What major traffic lanes do you service? _____

Factoring Company _____ Phone _____ Fax _____

Address _____

Insurance Agent _____ Phone _____ Fax _____

Reference # 1 _____ Contact _____ Phone _____

Reference # 2 _____ Contact _____ Phone _____

Reference # 3 _____ Contact _____ Phone _____

****Rate Confirmation will not be sent until references have been checked.**

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SAFETY QUESTIONNAIRE

COMPLETE ONLY IF IN BUSINESS LESS THAN ONE YEAR:

How long has carrier been in business? _____ If less than one year, provide owners history:
Has owner recently worked for another transportation company? Yes or No
Name of Company _____ Phone # _____
Prior MC # _____ What Kind? _____ Why did you leave? _____
Are they still in business? If not, why? _____
If you haven't worked in transportation, what is owner's work experience? _____

Provide three (3) references who can validate your performance at prior company (company/telephone number/contact):

- 1. _____
- 2. _____
- 3. _____

COMPLETE ONLY IF YOU HAVE MORE THAN ONE CSA BASIC:

Does the carrier have a safety policy in place? _____ Does the carrier employ someone responsible for safety? _____
Name and contact info for person responsible for safety? _____
What steps are being done to improve the rating? _____

How are controlled substance testing and driver training regulations followed? _____

Explain your audit procedures for driver logs? _____

Name of Person Completing Signature Date

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This Agreement is entered into this ____ day of _____, 20____, by and between RECKART LOGISTICS, INC. ("BROKER"), a Registered Property Broker, Lic. No. MC-476698, whose address is P.O. Box 908, Elkins, West Virginia 26241 and _____, a Registered Motor Carrier, MC/DOT No. _____ ("CARRIER"), whose address is _____; collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.).

- 1) **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive on (1) year period; provided, however, that this Agreement may be terminated at any time and giving thirty (30) days prior written notice.
- 2) **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.**
 - a) CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services.
 - b) CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, that CARRIER does not have more than 1 BASIC score over national average, and further agrees to comply with all federal, state and local laws regarding the provisions of the transportation services contemplated under this Agreement. In the event CARRIER does receive a conditional or unsatisfactory safety rating from the DOT, CARRIER agrees to notify BROKER within ten (10) days of such change. BROKER shall have the right, at its option, to terminate this Agreement immediately upon receipt of such notice of change.
- 3) **RECEIPTS AND BILLS OF LADING.**
 - a) CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. § 373.101 (and any amendments thereto), for the property it received for transportation under this Agreement.
 - b) 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.
 - c) Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. The absence or loss of any such receipt shall not relieve CARRIER of any obligation hereunder. Such receipt shall be prima facie evidence of receipt of such shipment in good delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provision of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this agreement.
 - d) CARRIER shall notify Broker immediately of any exceptions made on the bill of lading, manifest or other receipt.
- 4) **CARRIER'S OPERATIONS AND EMPLOYEES.**
 - a) CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor. Carrier represents that the drivers and other personnel operating its vehicles are competent and properly trained and licensed and are fully informed regarding their responsibility for all tendered freight.
 - b) CARRIER will transport all shipments tendered pursuant to this Agreement to the specific consignee at the specified destination at the time specified, or, if there is no time specified, then within a reasonable time. It is understood that all shipment handling requirements are those of BROKER's customers and CARRIER will comply with such requirements.
 - c) At the time each shipment is received by CARRIER from BROKER's customer, Carrier shall request and obtain instructions regarding all handling, securing, and product or freight protection requirements (heat, cold, moisture, etc.) of each shipment. CARRIER is responsible for ensuring that all freight is properly loaded, blocked, braced, and otherwise properly prepared for transportation, unless tendered to CARRIER in a pre-loaded and sealed trailer, and CARRIER has been instructed not to break the seal, which fact must be noted on the bill of lading. The manner of loading and securing cargo and maintaining proper temperature and moisture is the sole responsibility of the carrier, regardless of whether BROKER's customer participates in or directs the loading or securing of the freight.
- 5) **INDEPENDENT CONTRACTOR.** It is understood and agreed that the relationship between BROKER and CARRIER is that of an independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision. Carrier shall make all

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arrangements it deems appropriate to provide sufficient and appropriate personnel and motor vehicle equipment in order to provide the transportation services contemplated by this agreement. Carrier agrees to assume full responsibility for all commissions, salaries, insurance, taxes, pensions and benefits of Carrier's agents, contractors, sub-contractors, and/or employees in performance of this contract. Carrier further acknowledges that BROKER is acting as an independent contractor and not an agent of its customers.

6) **COMPLIANCE WITH CUSTOMER REQUIREMENTS.**

It is understood that BROKER has entered into oral and written contracts with its customers. Such contracts may contain terms and conditions which impose upon CARRIER requirements with respect to the handling of freight for, or on behalf of, those customers. CARRIER agrees to be bound by and comply with all terms and conditions of BROKER's contracts with its customers as it relates to the transportation of the customer's freight, including but not limited to, insurance requirements. In the event that the terms and conditions of any contract between BROKER and its customers conflicts with this CARRIER agreement, the terms and conditions of the Broker/customer agreement shall govern. CARRIER shall have the right to examine, upon request, a copy of such contractual requirements of BROKER's customers before accepting any shipment for transportation. Acceptance of such a shipment without review of a copy of such contractual requirements shall not be deemed a waiver of the application of the terms and conditions contained within the Broker/customer contact.

7) **INDEMNITY.** CARRIER agrees to be responsible for, and to defend, indemnify, and hold harmless BROKER, together with its customers, agents, servants, attorneys, insurers and reinsurers, successors, and assigns, from and against all claims, demands, causes of actions, suits at law, proceedings (threatened or actual), loss, damages [including, but not limited to: consequential, speculative, direct, indirect and punitive damages], personal injury, delay costs, property damage, cargo damage, bodily injury, or death, expense, cost, including reasonable attorney fees, fines, actions and claims arising out of or in connection with CARRIER's performance of services under this Agreement, including but not limited to, CARRIER's loading, handling, transportation, unloading or delivery of any shipments made hereunder, without regard to fault or negligence on the part of the CARRIER.

8) **INSURANCE.** CARRIER agrees to procure and keep in full force and effect, at its sole cost and expense, during the term of this Agreement, the following insurance coverage written by an insurance company having a Best's rating of A- or better:

- a) Auto-Liability Insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
- b) All Risk Cargo Insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- c) Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- d) Commercial General Liability Insurance covering the transportation of shipments and other operations under this AGREEMENT in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this agreement.
- e) CARRIER shall have each of its insurance companies affording the above coverages/policies name BROKER, any other party designated by BROKER, and any party required by written contract, as an additional insured(s) and certificate holder under each such policy. CARRIER shall cause issuance of Certificates of Insurance, in all respects applicable to BROKER, to be provided to BROKER within (15) days of the execution of this Agreement, prior to the 1st load moved, and on a timely basis thereafter. If the coverage is for scheduled vehicles, a list of covered vehicles will be provided to BROKER directly from the insurer or its agent.
- f) CARRIER agrees that its insurance shall be primary and required to respond and pay prior to any other available coverage. CARRIER agrees that CARRIER, CARRIER's insurer(s), and anyone claiming by, through or under CARRIER shall have no claim, right of action, or right of subrogation against BROKER, its affiliates, or its customers based on any loss or liability insured under the insurance stipulated herein.
- g) CARRIER's insurance shall not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, a trailer detached from a power unit, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for punitive damages, for employee theft or dishonesty, for malfunction, for mechanical failure or breakdown, for refrigeration failure or breakdown, for tarp warranty, for wetness, dampness, or corrosion, for geographical location in the United States or for a particular radius of operation.

9) **FREIGHT LOSS, DAMAGE OR DELAY.**

- a) CARRIER shall comply with 49 C.F.R. § 370.1 *et seq.* (and any amendments thereto) 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

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processing all loss, delay, and damage claims and salvage; and CARRIER's liability for any cargo damage, loss, delay, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706; and CARRIER's obligation to indemnify and defend BROKER under this agreement for freight loss and damage shall include legal fees and delay costs, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under this agreement. To the extent that this Agreement provides for the recovery of damages, costs, or fees greater than those allowed under the Carmack Amendment or its interpretative case law, then the terms of this Agreement apply.

- b) In the event goods are damaged, BROKER's customers may determine, within its or their sole discretion, and subject to a reasonableness standard, whether the goods may be salvaged, and if salvageable, the value of such salvage. CARRIER acknowledges that if the seal is broken, or the temperature/moisture levels are varied outside of the customer's requirements, it may result in a full load damaged cargo claim. CARRIER agrees that branded goods may have no salvage value at the sole discretion of the customer, including but not limited to, if the goods or its packaging is damaged in anyway, the temperature/moisture is carried outside of the customer's requirements, or if the seal is broken.
 - c) BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, within twelve (12) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. § 370 *et seq.* Notwithstanding the terms of 49 C.F.R. § 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 this agreement.
 - d) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under this Agreement shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or Shipper of the increase value within one (1) days prior to shipment pick up. CARRIER shall also be solely responsible for loading and securing cargo and will assume any and all risk of loss associated with the loading and securing of said cargo.
- 10) **WAIVER OF CARRIER'S LIEN.** Carrier shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.
- 11) **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Carrier Rate Confirmation and any written supplements or revisions thereto signed and agreed to by and between CARRIER and BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against BROKER, or BROKER's clients. Further, CARRIER agrees to deduct from any payment any amount CARRIER is indebted to BROKER, including freight loss, damage and delay claims.
- 12) **CONFIDENTIALITY AND NON-SOLICITATION.**
- a) Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential.
 - b) For the period of one year, neither CARRIER, nor any of its employees or agents, will solicit traffic from any customer, shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER.
 - c) If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

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- 13) **SUB-CONTRACT PROHIBITION.**
 a) CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER.
 b) If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivery 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. Violation of this paragraph by CARRIER may subject CARRIER to consequential damages.
- 14) **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect.
- 15) **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. # 14101 to the extent that such rights and remedies conflict with this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.
- 16) **DISPUTE RESOLUTION.** All claims, disputes, arbitrations, mediations, demands, and civil actions resulting from disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in Randolph County, West Virginia and the laws of the State of West Virginia or applicable federal law shall apply.
- 17) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- 18) **FAX CONSENT.** The Parties to this Agreement are authorized to fax to each other at the number shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- 19) **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation: war, riot, rebellion, act of God, acts of lawful authorities, fire, strike, lockout or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including but not limited to: recession and depression shall not constitute Force Majeure events.
- 20) **ENTIRE AGREEMENT.** Unless otherwise agreed in writing, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER

Reckart Logistics, Inc.
 P.O. Box 908
 Elkins, WV 26241
 304-636-9003

B: 

Print: Gina. S. Reckart

CARRIER

By: _____

Print: _____

Title: _____

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