



7307 160TH Street ♦ Albia, IA 52531

Carrier/Broker Contract

This contract is entered into on _____ day of _____, 20____, by and between Shinn Construction, Inc. , herein referred to as Broker, and _____, hereinafter referred to as Carrier.

WHEREAS: Carrier (as defined in 49 U.S.C. & 13102(3)(12)) is a motor carrier of property duly authorized by the United States Department of Transportation (USDOT), under permit number MC-_____,

(a copy of which is attached hereto and made a part hereof) to provide compensated transportation of property under contract for Shippers (consignors) and receivers (consignee) of general commodities, and

WHEREAS: Broker (as defined in 49 U.S.C. & 113102 (2)) is a freight broker, duly authorized by the DOT under license number MC -725524 to arrange for the transportation of property by motor carrier on behalf of shippers (consignors) or receivers (consignees) (herein the shipper and customers), and for the purposes of contract sufficiently controls the arrangements for transportation of the commodities to be tendered to Carrier under this Contract, and

WHEREAS: Carrier and Broker mutually desire to enter into a continuing agreement for the compensated transportation of property under contract whereby Carrier, will provide transportation of service subject to the provisions on the Federal Motor Carrier Safety Administration.

NOW, THEREFORE, for and in consideration of the mutual premises herein, the parties agree as follows:

Terms and Conditions

1. Commencement, Duration and Cancellation of Contract. The terms and conditions of this Contract commence on the date first written above, or on the date the first shipment is tendered and transported under this Contract, whichever date is earlier. The initial term of this Contract shall be for a period of one (1) year thereafter, and shall be automatically renewed from year to year thereafter under the same terms and condition. This Contract may be cancelled or terminated by either party at any time during the initial or any renewal term by the giving of at least thirty (30) days written notice to the other party.
2. Scope of Contract. Carrier and Broker agree that this Contract shall govern any and all shipments tendered to Carrier for transportation by Broker (or upon Broker's instructions by its shipper customers) during the term of this Contract whether regulated or unregulated commodities interstate or intrastate transportation.
3. Independent Contractor Status of Parties. In the performance of services hereunder, the relationship of each party to the other shall be that of independent contractor. Nothing in this Agreement shall be construed as establishing an employment, agency, partnership or joint venture relationship between the parties. Neither party shall be responsible for any debts or obligations incurred by the other in performance of its business activities, except as expressly provided herein.
4. Broker's Commitment Standard and Payment Responsibility.
 - a. **Broker agrees** to tender or cause to be tendered to Carrier for transport freight such quantities that will generate for carrier during the initial annual term or renewal term a series of shipments of not less than one (1) full trailer load shipment.



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- b. If the minimum shipment levels are tendered not transported, Broker and Carrier agree that liquidated damage shall be paid and accepted for each load in the amount of five dollars (\$5.00) and said damages shall be the sole and exclusive remedy for failure to tender or to transport less than minimum requirements alternatives.
 - c. Brokers shall pay Carrier for transportation services provided under this Contract as agreed herein, or in any subsequent supplement addendum or appendix which expressly modifies, or amends, and by incorporation becomes part of this Contract.
 5. Carrier's Service Standard
 - a. Carrier will provide reasonable transportation services pursuant to this Contract. Carrier will accept tender of shipments as directed by Broker and transport and deliver such shipments efficiently, safely, without delay, and/or subject to times scheduled with suitable equipment of the traffic offered and the specific shipment instructions, all in accordance with the terms and conditions of this Contract. Each shipment shall be evidenced by a bill of lading or other receipt issued by the Shipper/Shipper's Customers/Carrier. Such bill of lading or receipt is to be signed by carrier and will show the kind, quantity and condition of commodities received and delivered by Carrier at the loading and unloading points.
 - b. Carrier is at its sole cost and expense, shall furnish all necessary and appropriate equipment required for services needed or contemplated hereunder and all equipment shall be properly licensed, maintained, in clean condition, in good repair and working order. Equipment must never be used for transportation or storage of any toxic, poisonous or waste product which may contaminate, degrade or adversely affect the quality or purity of Broker Customers freight. Carrier, at its sole cost and expense shall employ for its services hereunder only competent and legally licensed drivers and personnel who shall be sufficiently and adequately trained in the care, safety and any response procedures applicable to shipments being hauled or transported. Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other Motor Carrier or in substituted service by railroad or other modes of transportation.
 - c. Carrier understands and agrees in performing services under this Contract that time is of the essence in the pickup, transportation and delivery of individual shipments and that it agrees to meet all prearranged scheduled pickup and delivery appointments in strict accord with schedule of Broker's customers.
 6. Status and Function of Bill of Lading. Carrier and Broker recognize and acknowledge that an accepted practice of the transportation industry is the preparation of bills of lading by companies tendering goods for transportation by Carriers and the tender of bills of lading to Carriers at points of origin of shipments. Such bill of lading shall be evidence of receipt of such commodities by Carrier in good order and the kind, quantity and condition or as may be otherwise noted on the face of such receipt. To the extent that language contained in such bill of lading or receipt is in any way in conflict or inconsistent with the terms and conditions of this Contract, this Contract shall prevail. Carrier agrees that the preparation and acceptance of such bills of lading shall be for the sole purpose and function of a receipt for the goods and shall not and/or by itself constitute a contract or contract of carriage between Carrier and either the company tendering the goods to it or the company receiving the goods from Carrier. Carrier's signature will evidence approval and acceptance of Shipper generated bills of lading. Absence of Carrier's signature does not evidence the contrary when goods tendered hereunder are transported by Carrier in performance of obligations under this contract.



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7. Liability of Carrier.

- a. Carrier's liability begins when it takes possession of the goods for transportation and signs the bill of lading or receipt and there is nothing further for Broker or its shipper customers to do in tendering the freight to Carrier, whichever occurs first. Carrier's liability shall end when it receives a signed delivery receipt from the proper named consignee and nothing remains to be done by Carrier to deliver the shipment to the consignee. Carrier's failure to issue or sign the bill of lading will not avoid liability hereunder.
- b. Carrier shall be liable to Broker, its shipper customers or beneficial owners of the cargo, or their respective assigns for the full value of actual loss, damage or injury to freight, person, business or other property, including expenses for delay, costs of recovery, clean up or containment of any commodity, occurring while a shipment was in the possession or under the control of Carrier pursuant to this Contract or resulting from Carrier's performance of or failure to performance of or failure to perform the service provided herein. For the purposes of this Contract, all liability standards and burdens of proffer hereunder are governed by the common law applicable to common carriers, and by U.S.C. & 14706, without waiver, release rate or other limitation of liability. The above strict liability standard and section of the United States Code will apply unless another degree of responsibility is called for by the terms and conditions herein, in which event this Contract shall prevail.
- c. Claims against Carrier for loss, damages, injury or delay to freight must be filed with Carrier by Broker, its shipper customers, parties to the bill of lading or the beneficial owner of the freight. All filed claims shall be acknowledged, investigated and disposed by Carrier in accordance with 49 CFR 7 1005, or any modification or amendment thereof.

8. Insurance of Carrier.

- a. Carrier shall maintain primary cargo insurance in an amount of no less than \$100,000.00 per shipment to compensate Broker, its shipper customers, or the beneficial owner of the goods for any and all loss, damage or delay to property which was placed in possession or control of Carrier in connection with transportation or other services under this Contract.
- b. Carrier shall also maintain primary public liability and property damage insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connections with transportation and other service under this Contract, but in no event in amounts less than those prescribed by the Federal Motor Carrier Safety Administration, and in no event in an amount of less than \$1,000,000.000.
- c. Carrier shall maintain worker's compensation coverage and comply with applicable federal and state employment laws for all personnel employed by Carrier in connection with its transportation operations and services under this Contract.
- d. Carriers cargo and liability insurance at a minimum, shall comply with the Federal Motor Carrier Safety Regulations in all respects, and shall be in the form required by 49 CFR & 1043, or any modification or amendment thereof, with no exclusions or restrictions which would not be accepted by the Federal Motor Carrier Safety Regulations for a filing under statutory or regulatory requirements as provided in this Contract.



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- e. Carrier agrees that its cargo and liability insurance policies shall require the insurance underwriters to name Broker as an additional insured or beneficiary, and to give Broker thirty (30) days written notice prior to the cancellation of such policies, and shall upon request promptly furnish to Broker complete copies of insurance policies and/or Certificates of Insurance for each policy.
9. Indemnification of Carrier
- a. Carrier shall defend, hold harmless and indemnify Broker and its customer, their officers, directors, employees, agents or representatives, from or for any and all liability or claims for loss or damage to any freight in the possession or control of the Carrier, in connection with transportation under this Contract in providing transportation under the Contract.
 - b. Carrier's obligation under this Contract shall include liability for payment of any and all costs and/or fees incurred by Broker or its customers in the adjustment or defense of any claim for cargo loss or damage or delay and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this Contract.
 - c. Carrier agrees that its obligation to defend, hold harmless and indemnify the Broker or its customers for any and all liability or claims resulting from or arising out of transportation operations and services under this Contract.
 - d. Carrier agrees that its obligations under this Contract shall extend to and insure to the benefit of Broker's shipper customers as third party beneficiaries of this Contract.
10. Compliance with Laws, Regulations and Contract Provision
- a. Carrier shall comply with all applicable laws, rules and regulations in general as well as all other federal and state laws or regulations specifically applicable to a motor carrier, its employees, drivers and personnel related to transportation of the commodities tendered under this Contract.
 - b. Both parties intend and recognize that this Contract is designed to and does comply with all applicable legal requirements for contracts, and enter into the same for such purposes. Whether or not Carrier is otherwise authorized to operate as a "common carrier" each and every shipment tendered to Carrier by Broker shall be deemed to be a tender to Carrier as a duly licensed and authorized motor "carrier" subject only to the terms of the Contract and the provisions of law applicable to this Contract.
11. Rates and Charges of Carrier
- Rates and charges for traffic moved under this Contract shall be agreed to between the parties hereto in writing and are to be contained in a rate conformation sheet mutually accepted and agreed to by Broker and Carrier.
12. Broker's Right to Set-off
- In the event of a claim for loss, damage or injury filed with Carrier, Carrier agrees that Broker or its Customer shall have the right to set-off an amount sufficient to cover the claim, and deduct and withhold such amount from any freight charge payments due Carrier.



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13. No Solicitation of Customers

During the term of this Contract and for a period of two (2) years from the time of termination of this Contract, Carrier shall not directly or indirectly solicit business of transportation with any of the Broker's customers who are or were serviced by Carrier as a result of this Contract unless otherwise agreed to in writing. If Carrier should perform services of transportation for any Broker customer without prior documented authorization from Broker during said time period, in violation of this Contract, Carrier shall pay to Broker within ten (10) days of each such violation, in an amount equal to 15% of all revenue invoiced Broker's customers by Carrier.

14. Force Majeure

Neither party hereto will be liable for the failure to tender or timely transport freight under this Contract if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil military authorities.

15. Governing Law

The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Iowa in which Broker maintains its principle place of business.

16. Resolution of Disputes

- a. The parties agree that any disputes arising under this Contract shall be mediated, arbitrated or litigated in a forum located in the city, country and state in which Broker maintains its principle place of business. For that purpose, both parties agree to submit to the venue and jurisdictional requirements of the federal courts, or the American Arbitration Association sitting in or with jurisdiction over Broker's principal place of business. In the enforcement of any obligation arising out of or in connection with this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.
- b. Notwithstanding the preceding claims involving loss of or injury or damage to freight, persons, business or other property may be filing in a state or federal court which has the origin, destination or place of loss or damage under its jurisdiction.

17. Entire Contract

The provisions contained in this Contract properly express and memorialize the complete contract and understanding between the parties, including those as contained in all prior contracts, both verbal and written, and there is no other contract(s) or understanding(s) whatsoever, express or implied. This Contract may not be changed, waived or modified except by written agreement signed by Carrier and Broker stating that such writing is an amendment to this Contract.

18. Assignment of Rights and Obligations

Neither party to this Contract may assign their rights or obligations under this Contract without the express written consent of the other party (except right of recovery for recovery of overcharges, overcollections, duplicate payments, or for loss, damage or injury to persons, business or property).

19. Binding nature and Severability of Contract

This Contract shall be binding upon the parties hereto, their legal representatives, successors and authorized assigns. If any part of this Contract is determined by competent public authority or court to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid or unenforceable provision shall be severed from this Contract.



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20. Originals and Counterparts

This Contract may be executed in any number of identical counterparts and each such counterpart shall be deemed a duplicate hereof.

21. Authority of Representatives to Bind Parties

It is agreed and warranted by the parties that the persons signing this Contract respectively for Carrier and Broker are the authorized representatives to sign such Contract. No further proof of authorization is or shall be required.

IN WITNESS WHEREOF, the parties have signed this Contract on the date last written:

Broker:

Shinn Construction, Inc.
7307 160th Street
Albia, IA 52531

By: _____

Printed Name Title

Date

Carrier:

By: _____

Printed Name Title

Date



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Carrier Questionnaire/Remittance Form

PLEASE NOTE-THIS FORM MUST BE COMPLETED IN ORDER TO SET YOUR COMPANY UP FOR PAYMENT

SECTION A (Required)

CARRIER NAME _____

DBA (IF APPLICABLE) _____

PHYSICAL ADDRESS _____

CITY _____ STATE _____ ZIP _____

GENERAL EMAIL ADDRESS _____

OWNER/PRESIDENT/PRINCIPAL _____

IF YOUR ACCOUNTS RECIEVABLE ADDRESS IS DIFFERENT THAN YOUR PHYSICAL STREET ADDRESS COMPLETE THE FIRST PART OF SECTION B. IF YOUR RECIEVABLES ARE FACTORED, INCLUDE THE FACTORING AGREEMENT SIGNED BY BOTH PARTIES.

SECTION B (Optional)

RECEIVABLE NAME _____

RECEIVABLE ADDRESS _____

CITY _____ STATE _____ ZIP _____

ACCOUNT NUMBER OR REFERENCE NUMBER FOR RECEIVABLES _____

CERTIFIED MBE/WBE(MINORITY/WOMEN BUSINESS ENTERPRISE)? _____ CERTIFICATE NUMBER _____

SECTION C (Required)

DISPATCHER/CONTACT _____

LOCAL PHONE NUMBER _____ MC NUMBER _____

FAX NUMBER _____ FIEN _____

WATTS NUMBER _____ SCAC _____

AFTER HOURS/EMERGENCY PHONE NO _____

INSURNACE AGENT NAME _____ PHONE NUMBER _____

NUMBER OF TRUCKS _____ NUMBER VAN/REFEER TRAILERS _____ NUMBER FLATS/STEPS _____

NUMBER OF DETACH/LOW-BOY _____ NUMBER & DESCRIPTION OF OTHER TRAILERS _____

SERVICE REFERENCE _____ PHONE _____ CONTACT _____

SERVICE REFERENCE _____ PHONE _____ CONTACT _____

SERVICE REFERENCE _____ PHONE _____ CONTACT _____



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Carrier's Check List

_____ **W-9**

The newest version is included in this packet; please date with today's date.

_____ **Insurance Certificate**

Your Cargo/Liability/Worker's Compensation insurance should show certificate holder as:

Shinn Construction, Inc.
7307 160th Street
Albia, IA 52531

All certificates must come directly from the agent and dated today and must include the following coverage and amounts of coverage.

- _____ Automobile Liability (Minimum of \$1,000,000.00 in coverage)
- _____ General Liability (Minimum of \$1,000,000.00 in coverage)
- _____ Cargo Insurance (Minimum of \$100,000.00 in coverage)
- _____ Worker's Compensation (State Statutory Limits)

_____ **Carrier Contract/Affidavit**

Must be signed by an authorized manager at your company or authorized signatory.

_____ **Your Operating Authority**

_____ **Carrier Questionnaire**

Include 3 service references