



“Kennedy Logistics: *Flatly Superior*”

## TRANSPORTATION BROKERAGE CONTRACT

**AGREEMENT:** entered into on \_\_\_\_\_ by and between **Kennedy Logistics (BROKER)**, and \_\_\_\_\_ (CARRIER), whose principal place of business is located at: \_\_\_\_\_

### **Recitals:**

- (1) CARRIER is a Motor Contract Carrier authorized to operate under permit No. MC to provide interstate and/or intrastate transportation services and is competent and available to provide these services to KENNEDY LOGISTICS.
- (2) Each and every shipment tendered to CARRIER by BROKER will be deemed to be tendered under the CONTRACT CARRIER AUTHORITY of the CARRIER and shall be subject only to the terms of this agreement and the provisions of law applicable to MOTOR CONTRACT CARRIAGE.
- (3) BROKER is a motor carrier broker who is licensed to arrange for the transportation of property by license No. MC374358B, and is in the business of negotiating for transportation of freight in interstate, intrastate, or foreign commerce and has distinct transportation needs and desires to engage the services of CARRIER.
- (4) Terms of this agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this agreement may be terminated by either party with thirty days prior written notice.

### **Carrier performance of service and compliance with law:**

- (1) CARRIER represents and warrants that it does not have a conditional or unsatisfactory safety rating issued by the US Department of Transportation or any other governing authority and further agrees to immediately advise BROKER if such condition occurs in the future.
- (2) CARRIER agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this agreement.
- (3) CARRIER shall at its own expense, furnish all equipment necessary or required for the performance of its obligations hereunder. The equipment must be maintained in good mechanical condition and appearance.
- (4) 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 sub-contract, broker, or arrange for the freight to be transported by a third party.
- (5) CARRIER will utilize only competent, able and legally licensed personnel and shall have full control of said personnel and will perform the services required by the BROKER as an independent contractor. CARRIER assumes complete responsibility for all federal, state, and local taxes, assessments, insurance, including but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance and any other financial obligations arising out of the transportation performed hereunder.
- (6) CARRIER agrees to pick-up, transport, and deliver specified commodities in accordance with the shipping instruction provided to it by BROKER and to perform these services without delay and that all occurrences, which would cause a delay, shall be immediately communicated to BROKER.
- (7) CARRIER shall have the duty to determine that each shipment is properly loaded, and signifies that the number of pieces shown on the Original Bill of Lading is correct and that lading is in good condition with acceptance by CARRIER'S DRIVER.

- (8) CARRIER shall affix its name on Original Bill of Lading immediately after that of Broker's (Kennedy Logistics/your name trucking.) This is a regulatory requirement.
- (9) CARRIER will notify BROKER immediately of any exceptions made on the Bill of Lading or delivery receipt.
- (10) CARRIER agrees to obtain a release number form BROKER within 2 hours after delivery.

### **Insurance and Indemnity:**

#### **CARRIER agrees to maintain at its sole expense the following insurance coverage**

- (a) Comprehensive General Liability Insurance, with a minimum combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence. Such insurance policy shall include coverage for bodily injury property damage, premises/operations, products/completed operations, contractual, independent contractors, broad form property damages, and personal injury. Such policy or policies shall include cross liability (severability of interest). BROKER WILL BE A CERTIFICATE HOLDER AND LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THIS AGREEMENT.
- (b) Commercial Automobile Liability Insurance, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to all vehicles owned, non-owned, hired, or assigned to transport shipment on behalf of BROKER. Such insurance shall include coverage for any and all liabilities for personal injury (including death) and property damage arising out of the ownership, maintenance, use or operation, including loading or unloading, of the equipment operated by CARRIER under this Agreement. BROKER WILL BE A CERTIFICATE HOLDER AND LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THIS AGREEMENT.
- (c) Commercial All Risk Broad Form Motor Truck Cargo Insurance, in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence. Such insurance policy will make the BROKER A CERTIFICATE HOLD AND LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THIS AGREEMENT, and provide coverage to BROKER, CUSTOMER, OWNER OR CONSIGNEE for any loss, damage or delay claim to any property coming to possession of CARRIER under this AGREEMENT.
- (d) CARRIER shall defend and indemnify and hold harmless BROKER and shippers from any and all liability, costs, and damages to persons or property arising out of CARRIER'S operations hereunder or breach of this AGREEMENT by CARRIER, its employees or independent contractors working for CARRIER.
- (e) CARRIER shall have sole and exclusive care, custody, and control of the customer's property from the time it is received for transportation by the CARRIER until delivery to the consignee accompanied by the appropriate receipts. CARRIER assumes liability for loss, delay, damage or destruction of customer's property. All valid claims against CARRIER by BROKER or its customer, pursuant to the provisions of this section, will be settled within thirty (30) days following receipt by CARRIER of BROKER'S or customer's invoice and supporting documentation for the claim.

***Payments by Broker:***

BROKER will pay for transportation services performed under this AGREEMENT in accordance with the agreed-upon rates set forth in load confirmation/quote appendix thereto, within 30 days of receipt of the original Bill of Lading (Free & Clear), CARRIER'S invoice and any other necessary billing documents as required to ascertain that service has been provided at the agreed-upon charge.

CARRIER authorizes the BROKER to invoice Shipper, Receiver, Consignor, or Consignee for all freight charges. Payment of freight charges to BROKER shall relieve the Shipper, Receiver, or Consignee of any liability to the CARRIER for non-payment of charges.

BROKER: **Kennedy Logistics**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CARRIER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_