

MOTOR CARRIER PROFILE

CARRIER NAME _____

PHYSICAL ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

ICC MC # _____ FED ID # _____

CEO NAME _____ DISPATCHER _____

EMAIL ADDRESS _____

.....
REMITTANCE ADDRESS (IF FACTORING YOU MUST INCLUDE A WRITTEN
STATEMENT GIVING COX LOGISTICS AUTHORITY TO PAY THE FACTORING
COMPANY.

FACTOR COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

.....
PLEASE INDICATE THE TYPE OF EQUIPMENT IN YOUR FLEET:

FLATS _____ DROPDECKS _____ LOWBOYS _____ VANS _____

DESIRED TRAFFIC LANES _____

NOTES/COMMENTS _____



PAYMENT AGREEMENT

IMPORTANT: WE MUST HAVE A SIGNED COPY OF THIS DOCUMENT ON FILE IN OUR OFFICE BEFORE PAYMENT CAN BE MADE ON ANY LOADS MOVED. THIS IS AN EFFORT TO STREAMLINE OUR OPERATIONS SO THAT WE MAY CONTINUE TO PAY OUR CARRIERS IN A TIMELY MANNER.

THESE ARE GUIDELINES THAT MUST BE STRICTLY ADHERED TO:

1. PLEASE INCLUDE COX BROKERAGE, LLC's 7-DIGIT LOAD NUMBER WITH YOUR INVOICE, AND HAVE IT AFFIXED TO THE ORIGINAL BILL OF LADING.
2. RATE CONFIRMATION SHEETS MUST BE SIGNED AND RETURNED BY FAX ON EACH LOAD MOVED.
3. DRIVER MUST CALL COX LOGISTICS-LLC WHEN LOADED AND EMPTIED.
4. ANY EXCEPTION UPON DELIVERY MUST BE IMMEDIATELY CONVEYED TO COX BROKERAGE, LLC BEFORE THE DRIVER LEAVES THE POINT OF DESTINATION.
5. ORIGINAL B/L ISSUED BY SHIPPER AND A DELIVERY RECEIPT (IF YOUR COMPANY DOES NOT DELIVER ON B/L) ARE REQUIRED BEFORE PAYMENT CAN BE MADE. ANY INVOICE RECEIVED WITHOUT THE SHIPPER'S B/L AND A RECEIVING SIGNATURE ON B/L OR DELIVERY RECEIPT WILL BE SENT BACK TO CARRIER UNTIL SUCH INFORMATION IS OBTAINED.
6. COX LOGISTICS-LLC WILL NOT PAY FOR PRE-ORDERED PERMITS.

THESE ARE GUIDELINES THAT MUST BE ON FILE IN THIS OFFICE BEFORE SETTLEMENT CAN BE MADE:

1. ORIGINAL INSURANCE CERTIFICATE SHOWING COX LOGISTICS-LLC AS THE CERTIFICATE HOLDER (MUST BE MAILED OR FAXED – PHOTOCOPIES CAN ONLY SERVE TEMPORARILY).
2. COPY OF YOUR AUTHORITY.
3. W-9 FORM WHICH WE CAN FAX OR MAIL TO YOU.
4. SIGNED CARRIER/BROKER AGREEMENT WHICH CAN BE FAXED OR MAILED TO YOU.
5. SIGNED COPY OF THIS DOCUMENT.

PLEASE SIGN BELOW TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED HEREIN.

SIGNATURE _____ COMPANY _____

NAME _____ DATE _____

PLEASE SIGN AND RETURN VIA FAX TO (903) 656-1448, OR VIA EMAIL ADDRESS brian.heavner@coxlogisticsllc.com



BROKER – CARRIER CONTRACT

This Contract is made as of this _____ day of _____, 20____ between Cox Brokerage-LLC, hereinafter referred to as “**BROKER**” and _____, hereinafter referred to as to **CARRIER**”.

RECITALS:

- (1) Broker is a freight broker, duly authorized by the U. S. Department of Transportation (DOT) under Permit number MC_____, to arrange for the transportation of property by motor carriers, shippers, consignors, receivers, consignees, and for the purpose of contract carriage, sufficiently controls the arrangements for transportation of the commodities to be tendered to carrier under this contract; and
- (2) Carrier is a motor carrier of property, duly authorized by the DOT under permit number MC _____, to provide transportation of property under contract for shippers and receivers of general commodities; and
- (3) Broker and Carrier understand that this contract does not bind the respective parties to mutually exclusive service to each other, and that Broker may enter into similar contracts with other motor carriers, and Carrier may enter into similar contracts with other shippers and receivers.

TERMS AND CONDITIONS:

- (1) **General Obligations and Scope of Contract:** During the term of this Contract, Broker shall tender a series of shipments to Carrier for transportation and Carrier shall accept and transport a series of shipments tendered to it by Broker. All for-hire motor carrier transportation services provided by Carrier for Broker during the term of this Contract shall be provided by Carrier as a contract under the terms of this Contract.
- (2) **Term and Termination.** The term of this Contract shall begin on the date set forth above or on the date the first shipment is tendered by Broker to Carrier and is transported by Carrier, whichever is earlier and shall remain in effect for a period of one (1) year. Thereafter, the Contract shall automatically renew from month to month until terminated. The Contract may be terminated by Broker at any time for any reason by giving Carrier at least thirty (30) days prior written notice. This Contract shall be automatically canceled in the event of the cancellation, suspension or revocation of Carrier’s Motor Carrier license issued by the DOT, or in the event either party files a petition for bankruptcy
- (3) **Specific Obligations of Broker.**
 - a) **Payment.** Carrier will charge, and Broker will pay for transportation services performed under this Contract, the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by Carrier and Broker before each shipment made under this Contract. Carrier represents and warrants that there are no other applicable rates or charges except those established in this Contract or in any Rate Confirmation Sheet signed by 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. Carrier agrees that Broker has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Carrier agrees to refrain from all collection effort against the shipper, receiver, consignor, consignee or the Customer. Carrier further agrees that Broker has the discretionary right to offset any payments owed to Carrier hereunder for liability incurred by Carrier pursuant to Paragraph 4 (d) of this Contract.
 - b) **Rates.** The rates and charges Carrier agrees to bill Broker for services provided under this Contract, and the rates and charges Broker agrees to pay Carrier for services provided under this Contract, shall be set forth on a per load basis. A rate confirmation sheets will be faxed or submitted electronically via Broker’s web site

(www.coxlogisticsllc.com) for each load tendered by Broker to Carrier. Confirmation must be signed by Carrier and faxes submitted back to Broker immediately.

- c) **Billing.** Except as otherwise specifically directed on Broker's rate confirmation sheet, Carrier shall send its invoices for prepaid freight bills to **Cox Brokerage LLC, 2294 FM 250 Lone Star, TX 75668**. Carrier shall have no recourse against Broker for unpaid collect shipments.
- d) **Payment by Broker's Customers.** Payment of the freight charges to Broker by its customers shall relieve the Broker's customer, receiver, consignor, and consignee of any additional liability for freight charges. Carrier's sole recourse shall be against Broker except where otherwise provided in this Contract.

(4) Specific Obligations of Carrier.

- a) **Service.** Carrier's services under this Contract are specifically designed to meet the distinct needs of the Broker under the specified rates and conditions set forth herein. Carrier shall transport all shipments provided under this Contract without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to Broker by Carrier. Carrier shall transport shipments for Broker by motor vehicle from and to such points between which service may be required, without delay, subject to the availability of suitable equipment for the traffic offered and the specific shipment instruction, all in accordance with the terms and conditions of the Contract. Carrier shall transport and deliver all freight in as good condition as when received by the Carrier for transport. Carrier, at its sole cost and expense, shall furnish all equipment required to provide service hereunder and shall maintain all equipment in clean condition, good repair and working order. Carrier, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other personnel provided shall be competent and legally qualified to handle and transport the shipments transported hereunder. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier. Without the prior written consent of Broker, Carrier shall not in any manner cause or permit any shipment tendered hereunder to be sub-contracted or brokered to, or transported by, any other motor carrier, or in substitute service by railroad or other modes of transportation, or in any other form arrange for the freight to be transported by a third party. Carrier shall perform loading and unloading services as required by Broker or Broker's customers. Carrier shall comply with the further documentation and communication requirements of Broker as set forth in Schedule 1 to the Contract.
- b) **Bill of Lading.** Carrier shall issue a bill of lading in a form furnished by Broker, Broker's customer at the option of the Broker or a Uniform (Standard) Bill of Lading naming Carrier as the transporting carrier for all property it receives for transportation under this Contract. Failure to issue or sign a Bill of Lading shall not affect Carrier's liability. The bill of lading shall be evidence of receipt of the described property by Carrier in good order and kind, quality and condition except as noted on its face. The Bill of Lading shall note that the shipment was transported by Carrier acting as a Carrier and that transportation for the shipment was arranged by Broker. The name of Broker or Broker's customer shall be inserted in the blank for the shipper, and the name of the receiver shall be inserted in the blank for the consignee. The Bill of Lading is to be signed by Carrier upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by Carrier at the loading and unloading points. When Broker has assembled multiple shipments into carload or truckload lots, the list of underlying shippers and consignees will be attached as an appendix to the bill of lading. Upon 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 or the Customer, and Carrier shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions 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 Contract. Carrier shall notify Broker immediately of any exception made on the bill of lading or delivery receipt.
- c) **Refused and Rejected Shipments.** When a shipment is refused or rejected by the consignee, or Carrier is unable to deliver for any reason, Carrier must notify Broker immediately in order to receive disposition instructions.
- d) **Liability (Freight Loss, Damage or Delay).** Carrier shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4 (b). Carrier assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall pay to Broker, or allow Broker to deduct from the amount Broker owes Carrier, Customer's full actual loss for the kind and quantity of commodities

so lost, delayed, damaged or destroyed. Carrier shall be liable to Broker for all economic loss, including consequential damages that are incurred by Broker or the Customer for any freight loss, damage or delay claim. Payments by Carrier to Broker or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by Carrier of Broker's or Customer's invoice and supporting documentation for the claim.

- e) **Cargo Insurance.** Carrier shall maintain all risk broad form motor truck cargo liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall provide coverage to Broker, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of Carrier under this Contract. The coverage provided under the policy shall have no exclusions or restrictions of any type, including but not limited to any exclusion for the commodities being transported; and unattended vehicles or limitation of coverage when the trailer is unattached to the power unit that would foreseeable preclude coverage relating to cargo claims. **Carrier shall also provide certificates and/or endorsements naming Broker as certificate holder.**
- f) **Liability and Worker's Compensation Insurance.** Carrier shall maintain commercial automobile/trucking liability insurance and commercial general liability insurance having a combined single limit of not less than \$1,000,000.00 (U.S. Dollars) for injury or death to any person or for damages to property in any one occurrence. Carrier also shall carry and keep in force at all times Worker's Compensation insurance in the amount required by Texas law. **Carrier shall also provide certificates and/or endorsements naming Broker as certificate holder.**
- g) **Requirements Applicable to Insurance Coverages.** All coverages required under subparagraphs 4(e) and 4(f) above shall be with reputable and financially responsible insurance companies (rated A- or better). Carrier shall furnish to Broker written certificates and copies of policy endorsements showing that such insurance and any endorsements have been procured, are being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least thirty (30) days prior to such cancellation or modification. **Carrier shall also provide certificates and/or endorsements naming Broker as certificate holder.** Upon request, Carrier shall provide Broker with copies of the applicable insurance policies.
- h) **Hold Harmless.** Carrier shall defend and hold Broker and Broker's customer harmless from, and indemnify Broker and Broker's customer for any and all liability, costs, damages, fines, expense, actions arising out of or in connection with Carrier's loading, handling, transportation, unloading or delivery of any shipment hereunder or claims, including but not limited to all costs and attorney's fees incurred in enforcing this Agreement or arising from any breach of this Agreement by Carrier for loss or damage to any freight in Carrier's possession or control pursuant to this Contract. Carrier further shall defend and hold Broker and Broker's customer harmless from, and indemnify Broker and Broker's customer from any and all liability, costs, damages, claims, including attorney's fees, for personal injury or death or property loss or damage arising out of the acts of omissions of Carrier in providing service hereunder. Carrier's obligation to defend, hold harmless and indemnify Broker shall survive any termination of this Contract.
- i) **Authority; Taxpayer Identification Number.** Carrier warrants that it has, and will have during the entire term of this Contract, authority from all federal, state and other governmental bodies to legally provide all services called for hereunder in a lawful and prudent manner. Carrier will immediately notify Broker of any change in its authority. No freight charges will be due or owing by Broker or Broker's customers during any period that Carrier's authority is canceled, suspended or revoked. Carrier shall, before beginning service under this Agreement, furnish Broker with an accurate and completed Request for Taxpayer Identification Number and Certification on Internal Revenue Service Form W-9 executed by Carrier.
- j) **Appointments.** Carrier shall make and keep all delivery appointments. Appointments must be made and communicated to the Broker by the Carrier on the same day shipment information is received if time allows, and in any event no later than the morning of the next day.
- k) **Waiver of Lien.** Carrier shall neither have nor claim any lien rights on or against any property transported under this Contract. In the event that Carrier violates the terms of this paragraph, it shall forfeit all rights to any and all charges for shipments transported pursuant to this Contract then due and owing by Broker or Broker's customers to Carrier. In the event Broker has to take action to remove any liens filed, Carrier shall be responsible for all attorney's fees and costs incurred by Broker.

- (5) **Claims.** Claims against Carrier for loss, damage, injury or delay to freight may be filed with Carrier by Broker, Broker's customers, parties to the bill of lading, or the beneficial owner of the freight within nine (9) months of delivery or, in the event of loss, within nine (9) months of when delivery should have reasonably occurred. Carrier shall acknowledge freight claims within forty-eight (48) hours of receipt. Claims shall be settled within thirty (30) days of receipt unless otherwise agreed. The time limit within which Broker must institute suit against Carrier to recover on a claim shall be two years and a day from the date Broker received a written disallowance of the claim from Carrier.
- (6) **Carrier's Equipment and Driver Responsibility.**
- a) **Confiscation.** Neither Broker nor Broker's customers shall be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by confiscation or seizure of Carrier's equipment by any public authority.
 - b) **Condition.** Carrier's equipment shall be clean, odor-free, dry, leak-proof and free of contamination and infestation. Carrier shall pay all expense of every nature, including the expense of road Service and repair, in connection with the use and operation of the equipment and haul, at its sole costs and expense, at all times during the terms of this agreement, maintain the equipment in good repair, mechanical condition and appearance. Said equipment shall be subject to inspection for suitability of cleanliness and safety by Broker or Broker's customer, and must meet with their approval.
 - c) **Carrier Employees.** Carrier at its sole cost and expense, shall employ in the operation of the equipment only competent, able and legally licensed personnel satisfactory to Broker. Carrier shall have full control of such drivers. Carrier shall perform the services hereunder as an independent contractor.
- (7) **Compliance with Federal Law Regarding Contract Carriers.** Both parties recognize that the motor contract carrier service to be provided hereunder is based on the Carrier either (a) assigning motor vehicles for continuing periods of time for the exclusive use of Broker or Broker's customer(s), or (b) providing a service designed to meet the distinct needs of Broker or Broker's customer(s). This Contract contemplates both the assignment of motor vehicles for a continued period of time and services designed to meet the distinct needs of, Broker and/or Broker's customers, depending upon the circumstances.
- (8) **Compliance with Other Laws and Regulations.** Carrier shall comply with all applicable DOT regulations as well as all other federal and state laws or regulations applicable to motor contract carriers. To the extent allowable by governing law, Carrier hereby waives its right to obtain copies of Broker's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that Carrier obtains records described in 49 C.F.R. part 371.3 by any means whatsoever. Carrier agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of Broker. Carrier further agrees and understands that all such records comprise confidential information and trade-secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by this Agreement, nor to limit any rights of Broker to enforce such obligations.
- (9) **Independent Contractor Relationship.** The relationship of the Carrier to the Broker shall at all times be that of an independent contractor, except that Broker shall be the agent for the Carrier for the collection of freight charges under Paragraph 3. Carrier shall be an independent contractor and not a servant, agent, employee, joint venturer or partner of Broker. Carrier shall be totally responsible for the following: Selection, compensation, working hours, working conditions, retention and discipline of personnel, supervision and control of the personnel of Carrier and the mode and manner in which they perform their duties; legality or length, weight and height of cargo as loaded, selection of routing, periods of rest, periods of maintenance, maintenance of logs, safety precautions, and all such other activities involved in performing its duties thereunder; compliance with federal, state, municipal and other applicable motor carrier laws and regulations; payment of all federal, state and local personal and business income taxes, sales and use taxes, social security contributions, unemployment taxes, worker's compensation premiums or expenses, other expenses or contributions typical for employees, business and license fees, fines or penalties, or fines, penalties or interest on any of the foregoing arising out of the activities of Carrier pursuant to this Contract: selection, repair and maintenance of all equipment, and all cost and expenses incurred in providing services hereunder.
- (10) **No Solicitation of Customers.** Neither party may disclose the terms of this Contract 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 Contract confidential. Carrier will not solicit traffic from any shipper, consignor, consignee or

customer of Broker where (1) the availability of such traffic first become 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. If Carrier breaches this Contract and directly or indirectly solicits traffic from customers of Broker and obtains traffic from such customer during the term of this Contract or for twelve (12) months thereafter, Carrier shall be obligated to pay Broker, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five (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.

- (11) **Force Majeure.** Neither party is liable for the failure to tender or timely transport freight under this Contract if the delay or other omission is caused by labor strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
- (12) **Assignment.** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors. Carrier may not assign or subcontract all or a portion of its obligations to another party without the prior written consent of Broker.
- (13) **Attorney Fees.** In a proceeding, action or suit involving this Contract, whether arbitrated or judicially determined, the prevailing party shall recover from the losing party amounts the arbitrator or court determines reasonable as costs and attorney fees for the proceeding, action or suit in addition to any other sums as may be allowed as provided by law.
- (14) **Waiver.** Carrier expressly waives any and all rights and remedies allowed under 49 U.S.C 14101 to the extent that such rights and remedies conflict with this Contract. Failure of Broker to insist upon Carrier's performance under this Contract or to exercise any right or privilege, shall not be a waiver of any Broker's rights or privileges herein. Waiver of any default or breach of this Contract or any warranty, representation, covenant or obligation contained herein shall not be construed as a waiver of any subsequent breach.
- (15) **Severability.** In the event that the operation of any portion of this Contract results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Contract shall continue in full force and effect.
- (16) **Authority of Representation to Bind Parties: Validity of Documents and Signatures.** The parties warrant that the persons signing this Contract respectively for Carrier and Broker are their authorized representatives to sign such Contract. No further proof of authorization is or shall be required. Original, faxed, or otherwise imaged signatures shall be equally valid on this Contract, on Rate Confirmation Sheets, and on other documents. Carrier further agrees that it shall not contest the legally binding nature, validity or enforceability of any transaction, document or confirmation based on the fact that it has been executed by "signing" on the designated spaces, and expressly waives any and all rights it may have to assert such claim.
- (17) **Jurisdiction, Service of Process.** Any action or proceeding seeking to enforce any provisions of, or based on any right arising out of, this Agreement shall be brought against either of the parties in the District Court of Morris County, Texas and each of the parties consent to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any party anywhere in the world.

BROKER:

COX BROKERAGE LLC
2294 FM 250
LONE STAR, TX 75668

BY: _____

PRINTED NAME

CARRIER:

BY: _____

PRINTED NAME

SCHEDULE 1
DOCUMENTATION AND COMMUNICATION REQUIREMENTS

1. Terms used in this Schedule 1 shall have the same meaning as set forth in the Broker-Carrier Contract (“Contract”) to which it is attached.
2. Carrier shall comply, or shall cause its appropriate employees or other personnel contracted by it to comply, with the following requirements for each shipment transported by Carrier under the Contract.
 - a. Carrier shall list the appropriate Broker Load Reference Number (as set forth on the applicable Rate Confirmation Sheet) on each freight bill.
 - b. All charges shall be reflected on the Rate Confirmation Sheet as provided in Paragraph 3 of the contract and except as set forth in paragraph 2d of this schedule 1, Broker shall have no obligation to pay charges which are not so reflected.
 - c. Carrier shall submit to Broker pursuant to paragraph 3 of the Contract an Original Bill of Lading and original clear Delivery Receipt.
 - d. Detention and Truck Ordered Not Used charges shall not be payable to the Carrier until Broker receives payment from the customer. Broker shall pay such charges to Carrier within thirty (30) days of such receipt.
 - e. Carrier shall perform all services and comply with all requirements set forth in the “Special Handling” and “Remarks” sections in the applicable Rate Confirmation Sheet. Carrier shall reimburse Broker for the costs incurred as a result of any failure by Carrier to perform any such service or meet any such requirement.
 - f. Carrier shall notify Broker with shipment information using the applicable Load Reference Number for each shipment:
 - a) Upon pickup of the shipment.
 - b) Upon the discovery of any delay or of any occurrence which would be probable or certain to cause delay.
 - c) Upon delivery of the shipment.

In addition, in the case of a trip requiring more than one (1) day, Carrier shall notify Broker with information about the status of such shipment at least once each day. Carrier shall contact Broker at (903) 656-0677 (or other such number as Broker may have furnished Carrier).