

**BROKER CARRIER RATE AGREEMENT**

Express Logistics LLC: 2340 Stanford Court, Naples, FL 34112 • (814) 454-4373 • Fax: (814) 878-2912 • contact@expressfamily.com • www.expressfamily.com

**Shipment Information**

Carrier:		Manager:		Driver:	
Contact:		Cell:		Cell:	
Position:		Email:		Vehicle:	
Phone:				Year:	
Email:		Owner:		Make / Model:	
Fax:		Email:		Language:	
24 Hour:	<input type="radio"/> Yes <input type="radio"/> No	Cell:		GPS:	<input type="radio"/> Yes <input type="radio"/> No

Pickup #1:		Express Order ID:	
Pickup #2:		Carrier Order ID:	
Notes:			

Ready (EST):		Pieces:		Weight:		DIMS:		Stackable:	<input type="radio"/> Yes <input type="radio"/> No	Freight Secured:	<input type="radio"/> Yes <input type="radio"/> No
Safety Alert Yes / No	<input type="radio"/> Yes <input type="radio"/> No	If Yes – Carrier certifies driver will strictly adhere to personal protection equipment as well as TSA alerts and other safety alerts when on customer property. Driver must wear hard hat, safety glasses, ear plugs, steel-toed boots, sleeved shirt and long-legged pants; and incur no usage of tobacco and cell phone when operating motor vehicle.									
Hazardous Yes / No	<input type="radio"/> Yes <input type="radio"/> No	If Yes – Carrier certifies driver will possess an endorsed driver's license as being Hazmat Certified as well as meet all other FMCSA regulations.									
Canadian Yes / No	<input type="radio"/> Yes <input type="radio"/> No	If Yes – Carrier certifies driver will possess and meet passport requirements as well as meet all other Canada and US Border Crossing regulations.									
Delivery #1:											
Delivery #2:											
Notes:											

**VERBAL POD MANDATORY TO EXPRESS UPON DELIVERY**

Scheduled Delivery Date:		Scheduled Delivery Time: (EST)		Checkpoints up to POD are:	At Pickup • Loaded • In-Transit • Delays • At Destination • POD		
Loaded Mileage:		Rate Per Loaded Mile (\$):		Other Amount (\$):		Total Amount (\$):	

**Service Terms Highlights**

- CARRIER representative whose signature appears below certifies that their company will conform to this Broker Carrier Agreement, its shipment information, and our complete service terms located at www.expressfamily.com. To read these terms, please click on the link "Service Terms" located at the bottom of anyone of our web pages.
- In all cases where the CARRIER does not return a signed Broker Carrier Rate Agreement with an authorized signature and CARRIER has picked up the shipment then the CARRIER agrees to all service terms and rates regarding the shipment and may be additionally assessed a deduction in total pay up to 3%.
- CARRIER shall not solicit traffic from any shipper, consignee, or third party that has tendered freight to EXPRESS FAMILY OF COMPANIES, made up of, Express Logistics LLC, Express Carriers LLC, Express Transfer LLC, and Express Investments LLC, here forward referred to as BROKER. If CARRIER breaches this provision and obtains traffic from such customer, BROKER is entitled, for a period of 24 months after the traffic began to move, a commission of 30% of gross transportation revenue billed, including any surcharge, plus any costs of collection, including attorney fees, incurred by BROKER in enforcing this provision.
- CARRIER certifies that they are capable and fully responsible for transporting and tendering this shipment by the agreed upon guidelines. Updates are required as follows: at arrival for pick up - loaded time (with pieces, weight, and Customer Bill of Lading number) - status update every 3 hours - arrival at delivery - Proof of Delivery. CARRIER must notify BROKER in a timely manner of any delays or issues in fulfilling the terms of this agreement. CARRIER also certifies that the vehicle operator will abide by all Customer Safety Regulations including wearing the following Personal Protection Equipment (PPE) when noted by BROKER: minimum of wearing identification badge, hard hat, safety glasses, ear plugs, steel-toed boots, sleeved shirt and long-legged pants. Additionally, the CARRIER further agrees to no tobacco usage on customer property and no usage of hand-held cell phones while operating their motor vehicle. If the CARRIER fails to meet such customer requirements, and there being no good justification shown for failure with contract conformity, the CARRIER'S pay may be reduced up to one hundred percent (100%) and CARRIER agrees to pay all costs related to alternative transportation.
- Failure to arrive at pick-up and/or delivery location on time up to and including 1 hour and 59 minutes late incurs a reduction in the total charges by a minimum of 25%. Failure to arrive at pick-up and/or delivery location on time between 2 hours and 3 hours and 59 minutes late incurs a minimum of 50% reduction in CARRIER's pay. Failure to arrive at pick-up and/or delivery location 4 hours or later incurs a 100% reduction in CARRIER's pay. In all cases where the customer refuses to pay the BROKER due to a late delivery by the CARRIER, the CARRIER'S pay will be reduced by one hundred percent (100%).
- CARRIER agrees to tender shipment as BROKER, not to double-broker the shipment, use correct vehicle type as well as dedicate entire vehicle to the shipment, properly secure freight, provide vehicle tracking, complete BROKER or Customer Bill of Lading with BROKER work order ID, time dispositions, printed customer name and customer signature. In turn, e-mail or fax all documentation to BROKER immediately upon delivery. If the completed Bill of Lading is not received within 48 hours of delivery, pay will reduce \$1 per day for the first 5 days. If returned after 5 days, reduction will increase to \$2 per day for the first 10 days. If returned after 10 days, reduction will increase to \$3 per day for every day late. Failure to procure the above incurs a ten percent (10%) reduction in fee.
- CARRIER certifies that when tendering shipment to or from Canada and/or Mexico, their driver is legally able to cross the border, possesses a valid passport or passport equivalent, and driver's license. CARRIER is responsible for maintaining all applicable licenses and authorities and for providing PARS or PAPS stickers and clearing all paperwork through the proper broker. All paperwork sent to the broker must be e-mailed or faxed to BROKER at the same time for review.
- CARRIER agrees to maintain cargo insurance of at least \$250,000 and up to declared value of the property, and at least \$1,000,000 of public liability insurance. CARRIER shall furnish to BROKER a written certificate showing proof of coverage for both cargo and public liability insurance guaranteeing the vehicle dedicated to this shipment listed as insured under such policy.
- CARRIER shall defend, indemnify and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including attorney fees, arising out of or in any way related to the performance or breach of this agreement by CARRIER.
- CARRIER shall not withhold any goods of the customer because of any dispute as to rates or any alleged failure of BROKER to pay charges incurred hereunder. CARRIER further agrees that the shipment tendered shall be transported on equipment operated only under the authority of the CARRIER unless otherwise agreed to in writing by BROKER. BROKER reserves the right to cancel any shipment up to 30 minutes after dispatch and cancellation fees will not be paid to CARRIER.
- Freight held overnight and attempts pay \$75.00. Multiple stops pay \$25.00. There is no charge on detention time up to the first 2 hours on all vehicle types. Tractor Trailer vehicles pay \$40.00 per hour. Straight Truck vehicles pay \$35.00 per hour. Extended Van and Cargo Van vehicles pay \$25.00 per hour. Detention time reimbursement must be requested during time of pickup and/or time of delivery where charges would apply. The maximum detention charge paid will be \$200.00. Vehicles required to return to shipper are paid per loaded mile at prior agreed rate per mile for this shipment.
- TRACKING: CARRIER agrees to install Express' Tracking App called ExTracking on each driver's phone who is assigned to move Express' freight. Failure to procure ExTracking on a shipment will result in a \$5 reduction of settlement. Carrier has the option to provide Express, at CARRIER'S expense, with consistent AUTOMATIC updates if ExTracking is incompatible with current driver phone.

EXPRESS' pay terms are 45 days. Quick Pay is available for a \$50 minimum deduction in Total Rate. Pay will be released within one business day of receipt of signed Bill of Lading. CARRIER must fax signed BOL within 24 hours from delivery. Checkmark here to apply Quick Pay option ☐ Yes ☐ No

Authorized Carrier Signature	Date / Time Signed	Date / Time Issued	Date / Time Printed