

Carrier Sign-Up Form



**CENTRAL
MARKETING
ASSOCIATES**
INC.

Please complete the following 3 steps [* Indicates Required] Total Number of Pages Being Faxed _____

1. Gather Required Documentation

- ⇒ *Federal Operating Authority Paperwork (MC# as either permit or certificate)
- ⇒ *US DOT Letter, State, Provincial, or Safety Fitness certificate
- ⇒ FAST certificate if applicable
- ⇒ *Insurance for Auto Liability—Minimum of \$1,000,000
- ⇒ *Cargo Liability—Minimum of \$100,000

Certificates MUST:

- Have matching Name and MC# from Operating Authority
- Show Current Address
- Show as the Certificate Holder:

CENTRAL MARKETING ASSOCIATES, INC.
PO Box 749
222 E William Street
Delaware, OH 43015

- ⇒ *Tax Form (W-9, W8BEN or W8ECI) listing your U.S.A. Tax ID#

2. Provide Contact Information

<hr/>			
<i>*Company Name</i>	<i>*Business Operating Name (According to MC Authority)</i>		
<hr/>			
<i>*Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
<hr/>			
<i>*Physical Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
<hr/>			
<i>*Contact Person: Dispatch</i>	<i>*Contact Person: Bookkeeping</i>		
<hr/>			
<i>*Telephone Number(s)</i>	<i>*Fax Number</i>		
<hr/>			
<i>*Email Address(es)</i>			

3. Fax Copies of All Documents and this Completed Form to 740-363-3478 or

Email to carriers@centralmarketing.com

3. Once all the above listed documents are received, a CONTRACT will be sent to you. Please Sign and Return it. Upon receipt of your signed CONTRACT you will be eligible to load for CMA/LHX.



BILLING ADDRESS

Central Marketing Associates, Inc.
P.O. Box 749 / 222 E. William St.
Delaware, OH 43015
PH: 740-363-1126
FX: 740-363-3478

PHYSICAL ADDRESS

L.H. Express L.L.C.
5252 Decatur Blvd, Ste. B
Indianapolis, IN 46241
PH: 317-856-0404
FX: 317-856-0434



BROKER/CARRIER AGREEMENT

This is an agreement dated _____ between Central Marketing Associates, Inc. , its agents, assigns, and affiliates ("CMA") and _____ ("CARRIER") for the procurement of transportation services.

Recitals

Whereas, CMA is a federally registered freight broker authorized pursuant to MC-410328 to negotiate and arrange for the transportation of cargo interstate, intrastate or in foreign commerce; *and*

Whereas, CARRIER is contract motor carrier registered with FMCSA with authority interstate and is in all respects qualified to transport freight as requested by CMA; *and*

Whereas, Both parties desire to enter into this Agreement to fulfill the transportation needs of CMA's customers, the consideration for which is acknowledged and agreed, and do hereby agree as follows:

Terms and Conditions

- SERVICES AND RELATIONSHIP: INDEPENDENT CONTRACTOR.** CARRIER understands and agrees that CARRIER is an independent contractor of CMA and is not an employee. CONTRACTOR is responsible for its own taxes, operations, employees and legal requirements of every nature whatsoever, including but not limited to local, state and federal payroll taxes, unemployment insurance, worker's compensation premiums, social security, Medicare, withholdings or contributions. Under no circumstance may CARRIER hold itself out as an employee or legal agent of CMA. The relationship is non exclusive.
- TERM.** The term of this Agreement is one (1) year, and shall renew automatically for successive such periods, unless terminated by either party as provided herein, or with thirty day written notice.
- COMPENSATION.** CARRIER agrees to transport freight for CMA, under the terms of its carrier authority, at a rate mutually agreed upon in writing, by fax or by electronic means, contained in CMA'S Load Confirmation Sheet(s). Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and CMA has paid it. Rates or changes, including but not limited to, stop offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by both Parties. CARRIER shall submit invoices, bills of lading and signed loading or delivery receipts for all transportation services furnished under this Agreement to CMA. CMA and CARRIER shall use their best efforts to ensure the accuracy of all freight charge billings tendered by CMA to CUSTOMERS for transportation services performed by CARRIER under this agreement. CMA shall have the right to audit, from time to time, any and all freight charge billings by CARRIER, and CARRIER shall cooperate fully with the conduct of such audits. In the event of any discovered overpayments to CARRIER, CARRIER upon notice shall immediately remit the balance due.



BROKER/CARRIER AGREEMENT

4. **PAYMENT TERMS.** CMA will compensate CARRIER as specified on CMA's *Driver Settlement Sheet*, attached hereto. All dates commence once CMA receives all required paperwork as set forth below:

REQUIRED PAPERWORK: To commence payment, CARRIER must submit (1) Invoice with payment terms clearly identified; (2) originals or clear/legible copies of BOL/POD; (3) Any unloading or pallet receipts with WCA approval number; (4) Copy of Rate Confirmation.

CARRIER agrees that CMA has the exclusive right to conduct all billing of freight charges. CARRIER waives any right to pursue any collection against a shipper, receiver, consignor, consignee, or customer.

5. CMA has the right to invoke offset or set off of any payments owed to CARRIER hereunder for liability or expense incurred as a result of CARRIER's non performance hereunder. Except in a case of Force Majeure, CARRIER will be responsible for any additional costs incurred by CMA when replacement services are required.

6. **CARRIER COVENANTS AND WARRANTIES.** CARRIER warrants, represents and guarantees that:

- a. CARRIER is duly and legally qualified, competent and fully capable to provide the transportation services set forth herein; and
- b. CARRIER does not have a conditional or unsatisfactory safety rating issued from the USDOT. In the event that CARRIER receives such a rating, CARRIER agrees to notify BROKER within twenty four (24) hours of such change; and
- c. CARRIER will comply with all federal, state and local laws regarding or governing the services set forth herein, including but not limited to the licensing and training of drivers, hiring, hours of service regulations, sanitation, temperature, contamination and disposal requirements, safety regulations and environmental; and

d. For California refrigerated freight, CARRIER warrants that any TRU equipment furnished will be in compliance with the in-use requirements of California TRU regulations.

- e. CARRIER's submitted information to CMA is accurate and truthful in every respect.

7. **INSURANCE.** CARRIER shall procure and maintain, at its sole expense, at all times during the term of this Agreement, insurance coverage with a licensed insurance carrier, which shall name CMA as a certificate holder:

- a. **Cargo Insurance** insuring CARRIER, BROKER and CUSTOMERS against liability for loss of or damage to freight while in the custody, possession or control of CARRIER, with liability limits of not less than \$100,000 for each truckload;
- b. **Comprehensive General Liability Insurance** insuring CARRIER, CMA and CUSTOMERS against liability for injuries to persons, including injuries resulting in death, and loss or destruction of or physical damage to property, with combined single limits of not less than \$1,000,000 per occurrence
- c. **Automobile Liability** combined single limit of not less than \$1,000,000.00 per occurrence.



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8. **CARGO LIABILITY, BILLS OF LADING AND CLAIMS.** CARRIER shall execute a bill of lading pursuant to 49 U.S.C. 80101 *et seq.*, 49 C.F.R. 373.101, for the property it receives for transportation under this Agreement. CARRIER shall become fully responsible and liable for the freight when it takes or receives possession thereof, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility and liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt without exception. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or to sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not diminish the liability of CARRIER. Under no circumstance shall carrier execute any bill of lading or any other document which represents or holds out CMA as the person responsible for delivery of any freight.

If consignee refuses a shipment or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until CARRIER has provided 24 hour prior written notification of request for directions, and if no other directions are received, has placed the shipment in a CMA approved warehouse, or in CARRIER's terminal or storage facility under reasonable security.

CARRIER shall comply with all applicable state and federal laws governing the processing of loss and damage claims and salvage, including but not limited to 49 U.S.C. 14706 (Carmack Amendment).

Notwithstanding the terms of 49 CFR 370, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within 30 days shall be deemed an admission of full liability for the amount claimed in the claim, as well as a breach of this agreement.

9. **CARRIER MOVING PERISHABLES.** CARRIER warrants that CARRIER will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. CARRIER warrants that they shall maintain a record of each such inspection and retain same for a period of one year, or as required by law, whichever is longer. FOR CALIFORNIA REFRIGERATED FREIGHT, CARRIER WARRANTS THAT IT IS IN COMPLIANCE WITH ARB's TRU ATCM in-use performance standards, and has executed the TRU ATCM addendum hereto. CARRIER warrants that it will maintain adequate fuel levels for the refrigeration or heating unit and assumes full liability for claims and expenses thereto.

SALVAGE AND DISPOSITION OF REJECTED PERISHABLES. CARRIER may not dispose or arrange for salvage without express written approval of CMA. Under no circumstance may any such cargo be disposed of in any manner inconsistent with governing law.

10. **INDEMNIFICATION AND RIGHT TO OFFSET.** CARRIER agrees to indemnify, hold harmless and defend CMA and its CUSTOMERS from and against any and all claims for loss, damage or injury (including but not limited to attorneys fees) from and against any claims, lawsuits, actions and administrative or legal proceedings brought against CMA or its Customers for or on account of any loss or damage to the property of CMA, CMA'S CUSTOMERS, or other persons, or for or on account of any injury received or sustained by any person, caused by or arising out of the performance of CARRIER, its employees or agents. CARRIER shall within seven days of written demand by CMA for indemnification and defense, confirm such



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responsibility in writing, and failure to do shall entitle CMA to proceed in its sole discretion and to seek appropriate recourse as it deems appropriate. CMA shall be entitled to set off any and all monies owed to CARRIER, including current and other pending or accrued payments, to settle any and all claims by any person or entity, and to assess an administrative fee of one thousand dollars.

11. **NON SOLICITATION AND CONFIDENTIALITY.** In addition to confidential information protected by law, CARRIER agrees all of CMA's financial information and that of CMA's customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected or paid, freight volume requirements, as well as customer information and identities, customer shipping or other logistics requirements shall be kept confidential and shall not be disclosed to any third party.

CARRIER agrees that during the term of this Agreement and for two years thereafter, CARRIER will not (a) solicit or attempt to solicit, directly or indirectly, any customers of CMA or of CMA's CUSTOMERS; (b) contact or attempt to contact, directly or indirectly, any customers of CMA or of CMA'S CUSTOMERS; (c) attempt directly or indirectly to divert any of CMA'S business or opportunities to any other entity, regardless of whether CARRRIER performed services for the CUSTOMER, or otherwise. CARRIER agrees further that it will not, directly or indirectly, attempt to, or approach, or communicate with, any employee of CMA after termination of this Agreement. CARRIER acknowledges that a violation of this section would cause irreparable harm to CMA and therefore agrees to the imposition of injunctive relief, in addition to any other remedy sought by CMA, as well as attorneys fees, costs, administrative costs of one thousand dollars, and any other costs incurred by CMA to invoke or enforce this Agreement.

12. **LATE DELIVERIES.** CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which may cause delay shall be immediately communicated to CMA by CARRIER. If a shipment is delayed for 3 hours or more, CMA shall be entitled to transfer the delayed shipment to another carrier for delivery. CARRIER agrees to pay CMA for any and all expense incurred as a result of the late or non delivery, including an administrative fee of one thousand dollars.
13. **WAIVER OF CARRIER'S LIEN.** CARRIER agrees unconditionally that it will not withhold, delay or control any of CMA's customer's goods on account of any billing dispute under this Agreement. CARRIER expressly and unconditionally waives any right to invoke a carrier or other lien, or to advance any claim against any party other than CMA. CARRIER agrees to compensate BROKER in the amount of one thousand dollars in administrative costs, in addition to any other damages, for failing to deliver tendered cargo as agreed.
14. **SUB CONTRACTING and CO BROKERING.** CARRIER agrees not to re broker, assign or interline the shipments hereunder. In the event of such violation, CMA may withhold payment to CARRIER, and elect in its discretion to compensate the delivering carrier. Any expense or cost incurred as a result of this conduct shall entitle CMA to full reimbursement, including attorneys fees, as well as stipulated damages of one thousand dollars per incident.



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15. **STOLEN IDENTITY.** CARRIER is responsible for maintaining adequate controls and measures to prevent the misuse of its identity. CARRIER will notify CMA within ONE (1) HOUR of learning of any such activity both verbally and in writing via facsimile. CARRIER agrees to protect CMA in accordance with section 10.

16. **GENERAL PROVISIONS**

- a. **Entire Agreement.** This Agreement and its attachments constitute the entire agreement between the parties.
- b. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of each parties' heirs, successors, and assigns.
- c. **Governing Law, Jurisdiction and Venue.** This agreement shall be interpreted in accordance with the laws of Ohio. Jurisdiction and venue shall lie exclusively in the Court of Common Pleas, Franklin County, Ohio, or the United States District Court, Southern District of Ohio.
- d. **Survival.** The obligations contained herein, including but not limited to, the sections pertaining to confidentiality and non competition, shall survive termination of the Agreement.
- e. **Notices.** All notices shall be sent to the addresses contained below.
- f. **Attorneys Fees.** In the event that CMA elects to enforce any term of this Agreement, CMA shall be entitled to recover all costs, expenses and attorneys fees incurred in connection therewith.

By their signatures below, the parties agree to be bound by the terms of this Agreement, as well as the attachments identified below.

CARRIER

BROKER

NAME of COMPANY

CENTRAL MARKETING ASSOCIATES, INC.

Signed By: Individual

By:

ADDRESS

**222 East William Street
Delaware, Ohio 43015
(740) 363-1126 T (740) 363-3478 F
www.centralmarketing.com**

CITY, STATE, ZIP

PHONE: _____

EMAIL: _____

FEIN # _____

ADDENDA:

1. **Legal Notice**, ARB's TRU ATCM in-use emissions standards (*California reefer freight only*)
2. **Driver's Settlement Sheet**