

D | S LOGISTICS CORP

Billing Address:

4960 HWY 90 BOX 164
PACE, FL 32571

Office: 850-995-1155

Fax: 850-995-1177

Email: DispatchDIS2015@gmail.com

**WHEN RETURNING SET UP PACKAGE:
(INCLUDE ONLY THE FOLLOWING)**

- ▶ Carrier Profile Sheet
- ▶ Signed Broker-Carrier Agreement
- ▶ Trailer Interchange Agreement
- ▶ Your MC Authority
- ▶ Your W-9
- ▶ Insurance Certificate
- ▶ Requirement for All Carriers
- ▶ List of Business References (Minimum of Three)



D I S Logistics Corp
4960 HWY 90 PO BOX 164
Pace, FL 32571

PH: 850-995-1155
FX: 850-995-1177
DispatchDIS2015@gmail.com

Carrier Profile

Date: _____

Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

City/State/Zip: _____

Contact: _____

Email: _____

After Hours Number: _____

MC#: _____ **DOT#:** _____ **Tax ID#:** _____

Insurance Carrier: _____

Phone Number: _____

Address: _____

Fax Number: _____

City/State/Zip: _____

Contact: _____

Remit Payment to Company/Carrier:

Contact: _____

Address: _____

City/State/Zip: _____

How Many Years in Business: _____

Power Only Equipment Need for Flatbeds: _____

Others: _____

Transportation Plates: _____

Chains/Binders: _____

Straps: _____

Amount of Trucks: _____

Flatbeds: _____

Vans: _____

Climate Control: _____

Lanes Most Desired: _____

Official Use Only

Signed Contract:

MC Authority:

W-9:

TWIC:

Insurance COI w/ Holder:

UT Trailer Amount:

References:

Trailer Interchange Agreement:

BROKER-CARRIER AGREEMENT

This Agreement is between D I S Logistics Corp (Broker), a federally licensed transportation broker operating pursuant to DOT # 2862237 and _____ (Carrier) a federally licensed motor carrier operating pursuant to DOT # _____ with offices at _____.

In consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

1. This Agreement shall be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods. CARRIER’s tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in BROKER’s home State and County. The terms of this Agreement shall be immediate from date of signing and shall continue month to month until written fourteen day notice of termination is received.
2. CARRIER will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. Actual loss shall be shipper’s invoice price. Failure to issue a bill of lading does not affect the liability of CARRIER. No shipment shall move subject to released valuation unless such limitation is set forth in writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff service guide or on a website, shall not constitute the specific agreement required. CARRIER’s cargo liability shall begin at the time cargo is loaded upon CARRIER’s equipment and continue until the cargo is delivered to the designated consignee or to any intermediate stop-off party. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery. Suit must be instituted against the CARRIER within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge or investigate claims as required under 49 C.F.R. §370, BROKER shall be entitled to offset claims against any and all freight charges owed.
3. CARRIER agrees to maintain all-risk cargo liability insurance in the amount of \$100,000. CARRIER also agrees to maintain Worker’s Compensation Insurance as prescribed by the laws of the states in which the transportation services shall be performed; Employer’s Liability Insurance in the amount of \$500,000; Auto Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 and naming BROKER as a certificate holder. CARRIER’s insurance agent will supply BROKER with a Certificate of Insurance so naming BROKER and identifying exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers and requiring the insurance agent to give BROKER thirty (30) days written notice prior 10 cancellation. CARRIER’s liability shall not be limited by insurance amounts or coverage.
4. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment, employees and the means and methods of carrying out its contractual obligations. CARRIER warrants that it operates in compliance with all Federal and State laws. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or

commercial waste or any other waste material. All drivers shall be well trained, properly licensed and insured, tested and directed to use the utmost care and due diligence for safety to the public and in the protection of shipper's commodities. CARRIER shall maintain a U.S. DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is unrated. CARRIER agrees to notify BROKER within 24 hours of any change in safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes. CARRIER warrants and acknowledges that it possesses full and complete understanding and knowledge of the US DOT's CSA 2010 program (including, but not limited to, driver violations and ranking criteria). CARRIER and any drivers of CARRIER, shall at all times meet CSA 2010 safety standards sufficient to enable CARRIER to (a) operate without US DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers with regard to quality of driver safety as measured under CSA 2010. CARRIER further agrees to (d) immediately notify BROKER in writing if CARRIER has been deemed "unfit" or "marginal" in any area of their safety and compliance performance measure by the CSA 2010 program; and (e) to reject and not otherwise accept the transport of any freight offered by BROKER during such time as CARRIER is deemed "unfit" or "marginal" in any area of their safety and compliance performance measured by the CSA2010 program.

5. INDEMNIFICATION: CARRIER agrees to pay, indemnify, defend and hold BROKER and BROKER's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to or exacerbated by the breach of contract, intentional or negligent acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. CARRIER further agrees to indemnify, defend and hold BROKER and BROKER's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER's operations hereunder, including but not limited to claims for respondent superior negligent selection, hiring or supervision of carrier, its employees, agents or subcontractors. CARRIER acknowledges and agrees that where the loss, injury or damage arises from the underlying breach, acts or omissions of CARRIER, as opposed to any active or direct breach, act or omission of BROKER or its Customers, CARRIER's defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BROKER or its Customer. Indemnification shall include attorney's fees and cost, including fees and costs for enforcement of this Agreement.
6. BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER's invoice and transportation documents, including the signed clear original bill of lading, proof of delivery or delivery receipt as set forth in the Rate Confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes BROKER to invoice shipper, receiver, consignor, consignee or BROKER's Customer for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, consignee or BROKER's Customer of any liability to the CARRIER for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the Rate Confirmation document, and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the Rate Confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this Agreement unless CARRIER notifies BROKER within 24 hours of any disagreement as to rates and shipment specifications.
7. CARRIER agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If CARRIER "brokers" a

shipment, CARRIER forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. If BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER's Customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. §14706 regardless of whether it takes possession of the freight or was the actual carrier.

8. BROKER and CARRIER may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the Federal Safety Regulations regarding hours of service set forth at 49 U.S.C. §395 and/or applicable State Regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver shipment at the agreed delivery time, BROKER shall have the option of arranging for alternate transportation at CARRIER's expense.
9. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or Customer of BROKER where (a) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (b) where the traffic of the shipper, consignor consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and "back-solicits" BROKER's Customers, and/or obtains traffic from such a Customer, BROKER is then entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on such traffic, as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of 15 months after termination.
10. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement 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 or military authorities.
11. If a dispute arises out of or relates to this Agreement, jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which BROKER is located. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by BROKER to invoke or enforce any or all of the provisions of this contract shall not constitute a waiver of any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in this contract. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon whose behalf they sign.



DIS Logistics Corp
4960 HWY 90 PO BOX 164
Pace, FL 32571

PH: 850-995-1155
FX: 850-995-1177
DispatchDIS2015@gmail.com

BROKER

CARRIER

Authorized Signature
Christina Schmick/Owner
DIS Logistics Corp
4960 Hwy 90 Box 164
Pace, FL 32571

Authorized Signature
Printed Name:

Title:

Address:

Date:

Date:

TRAILER INTERCHANGE AGREEMENT
Continuous until Cancelled in Writing

Please read the contract below. Make sure that you are in agreement with the following points.
 Please initial next to each point. Sign and fax back to 850-995-1177.

Initial Each Line

- _____ 1. Pickup of trailers needs to start within 2 days of receiving trailer information and “GO” from D I S Logistics Corp.
- _____ 2. Load out trailers must be loaded as direct as possible. If out of route, D I S Logistics Corp needs to be notified as soon as possible. All tow away trailers are not to be loaded at any time.
- _____ 3. Know that delivery times may vary but a week to 5 working days is optimal.
- _____ 4. If trailers are out over 7 days, rental charges may begin accruing at \$150/day. We move many leasing company trailers and their rules are reflected in this item.
- _____ 5. Updates on all trailers in route need to be provided to D I S Logistics Corp, no less than every other day. We realize how busy you are, but we must answer for the location and status of the equipment several times a week. Phone or email is preferred.
- _____ 6. Trailers tendered to you are to be in good condition according to DOT requirements.
- _____ 7. If a repair would need to be made, D I S Logistics Corp needs to be notified prior to repair to get our customer approval. We can be reached 24/7 to approve a repair. The longer that we are unaware, the harder it is to get you reimbursed.
- _____ 8. Repairs need to be kept to a minimum. (i.e., used tires on used trailers). New tires put on used equipment may not be fully reimbursed.
- _____ 9. Carrier will be responsible for all damages to one-way trailers.
- _____ 10. Pickup and delivery receipts must be obtained for your protection. **Trailers are NOT considered delivered without a signed delivery receipt. Delivery receipt needs to have driver's name, delivering company's name, date, and have receiving party's printed name and signature.** Good Inspections are crucial for trailer condition up on pickup / delivery / relay, etc. Drivers must note any discrepancies or damage at time of pickup. If they pick up a trailer and fail to get damages noted at time of pickup, you will be responsible for damages upon delivery. We do not want this to happen. If we are all paying attention, this situation can be avoided.
- _____ 11. Trailers cannot be picked up, relayed or delivered after hours. **Carrier is responsible until signed delivery receipt is obtained.**

_____ 12. **Carrier is responsible for damage of loss of trailer while in carrier's possession.** This includes tires and 3rd party damage (i.e., another trucking company backs into our one-way trailer while in your possession). You must handle with 3rd part but we need to collect from you.

Trucking Company:	
Contact Printed Name:	
Contact Signature:	
Title:	
Date:	

As noted above, this interchange will stay in effect until one or both parties cancel by written notice(s). We reserve the right to update or modify this interchange agreement with notification.

D I S Logistics Corp Contact:	Christina Schmick
D I S Logistics Corp Signature:	
Title:	Owner
Date:	

REQUIREMENTS FOR ALL CARRIERS

COMPLY WITH OUR CUSTOMERS INSURANCE REQUIREMENTS

Minimum of \$50,000 non-owned trailer coverage for PHYSICAL DAMAGE.

One of the following is acceptable:

1. Trailer Interchange with Interchange agreement
2. Non-owned trailer coverage
3. Bailee or Cargo with the following statement in the Description of Operations on COI: Non-owned trailers are covered for physical damage under cargo policy with bill of lading in accordance with all policy terms and conditions

Carrier / Dispatch Responsibilities

1. Sign and return rate & load confirmation sheet to include drivers name and phone number on rate sheet.
2. Insure driver receives BOL provided by us.
3. Driver is to fax or e-mail POD (signed, printed and dated by consignee in ink)
4. We **MUST** provide our customer with POD **within 24 hours** of delivery. Failure to do so will result in a **\$25 reduction in payment**.
5. If trailer is moved as a towaway and a load is placed inside the trailer, the customer will **NOT** pay for the relocation of the trailer.
6. ANY load picked up at a Utility plant is given a Utility BOL and POD at pick up. **Both MUST** be signed and dated by consignee at delivery and emailed back to D I S.

Driver Responsibilities

1. Driver **MUST** call Dispatch 850-995-1155 at pickup and daily status by 10am each day.
2. Driver **MUST** fax or email POD signed and dated by consignee within 24 hours of delivery.
3. Proof of Delivery is the **ONLY** thing that releases the trailer from the drivers CUSTODY, CARE AND CONTROL.

Initial: _____

QUICK PAY FACT SHEET

We must have the following for a QUICK PAY:

1. Readable and printable copy of the Proof of Delivery.
2. Each invoice must have QUICK PAY option requested on it.
3. Voided check or bank information for ACH Option.

Types and Costs of QUICK PAY:

- ▶ 3% Paper Check mailed *48 hours* after receipt of POD and Invoice.
- ▶ 3% ACH to your bank account *48 hours* after receipt of POD and Invoice.
- ▶ 3% + \$10.00 EFS codes given *48 hours* after receipt of POD and Invoice.

48 Hours Excludes Weekends and US Holidays

Weekly Close of Business is Friday at 12:00PM Central Time. QUICK PAY paperwork received after 12:00PM Central time on Fridays will not be processed until the next regular business day.

Our factoring company, Steelhead Finance, makes payment to you.