

**Webb Logistics, LLC**  
**PO Box 12267**  
**Murfreesboro, TN 37129**  
**615-794-1339**

**Carrier Information**—Please print clearly

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

MC Number \_\_\_\_\_ FIN/SSN \_\_\_\_\_

**Remit Address** (If different from above) or Factoring company information

Factoring Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Checks will be mailed 30 days from receipt of invoice and all paperwork to address provided above unless another payment method is requested. ACH 30 days and ACH quick pay available upon request.

**\*\*Please contact us immediately if any changes need to be made to your remittance.**

Please email all invoices with all necessary paperwork as well as any other correspondence to:

**Accounting@webblogistics.net**

If you prefer to mail invoices, please mail to:

**Webb Logistics, LLC**

**PO Box 12267**

**Murfreesboro, TN 37129**

In order to haul tarped loads for Webb Logistics, LLC, we will need two things. First, you must provide insurance showing Webb Logistics LLC (with the address above) as certificate holder. Second, the insurance certificate must show in the remarks section that there are no exclusions for dampness or wetness. Please initial below to confirm that your company agrees to these provisions.

\_\_\_\_\_ I agree to provide insurance certificate with no dampness or wetness exclusions to Webb Logistics LLC.

We appreciate your business. Please feel free to contact us with any questions or concerns. Please make sure all information is correct, sign below, and return promptly.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Webb Logistics LLC**  
**PO Box 12267**  
**Murfreesboro, TN 37130**

Broker arranging for the transportation of freight by motor vehicle

**Agent Information**

**Mike Webb:** 615-794-1339; mobile 615-400-8195  
Email: [mike@webblogistics.net](mailto:mike@webblogistics.net)

**License Number:**

529905

**Surety Bond:**

Aspen American Insurance Company  
Bond # SU62433

**Please send all invoices to:**

Accounting@webblogistics.net

Or

Webb Logistics LLC  
PO Box 12267  
Murfreesboro, TN 37130

**Banking:**

Franklin Synergy Bank  
One East College Street  
Murfreesboro, TN 37133-7100  
615-278-7100

Carrier References available upon request.

**Webb Logistics LLC  
6852 Pulltight Hill Rd  
College Grove, TN 37046**

## **Brokerage Agreement**

This agreement is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ for and between WEBB LOGISTICS LLC, MC-529905. ("Broker") and \_\_\_\_\_, MC\_\_\_\_\_ ("Carrier").

Carrier warrants that it is fully insured with no exclusions for damage or loss due to wetness or dampness. Please initial below:

**\*\* \_\_\_\_\_ INITIALS in agreement that there will be no exclusions in insurance coverage for damage or loss due to wetness or dampness.**

### **WITNESSETH**

WHEREAS, Broker is a licensed property broker authorized to arrange for interstate motor carrier services at Docket #MC-529905; and

WHEREAS, Carrier warrants that it is licensed, authorized, and insured by FMCSA to conduct interstate motor carrier service pursuant to Docket Number MC-\_\_\_\_\_; and

WHEREAS, Carrier warrants that it is insured fully with no exclusion for wetness or dampness

WHEREAS, Broker desires to retain from time to time carrier services to meet the distinct needs of its customers; and

WHEREAS, the Parties desire to establish this Agreement as a contractual protocol pursuant to which services will be rendered by Carrier; and

NOW, THEREFORE; the Parties agree as follows:

#### **1. TERM**

The term of this Agreement shall be one (1) year commencing on the execution date below and shall automatically renew for successive one (1) year terms unless cancelled by either party on thirty (30) days written notice.

#### **2. RATES AND PAYMENT**

All Rates shall be agreed to in a signed written statement prior to dispatch. The signed rate confirmation and this contract shall constitute all the terms and conditions. Broker shall endeavor to pay Carrier within thirty (30) days after submission by Carrier and receipt by Broker of signed rate confirmation accompanied by original proof of delivery showing delivery in good order.

#### **3. OVERCHARGE/UNDERCHARGE**

Overcharge and undercharge claims shall be subject to the provisions of 49 C.F.R.378 and must be filed within one hundred eighty (180) days.

#### **4. INSURANCE**

Carrier warrants that it shall maintain the following insurance insuring to the benefit of Broker and its customer.

- A. General liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence.
- B. Bodily injury and property damage insurance in the amount of one million dollars (\$1,000,000.00)\_ (Form BMC-91X on file with FMCSA).
- C. Worker's compensation insurance as required by applicable state law.
- D. All risk motor cargo insurance in the amount of not less than one hundred thousand dollars (\$100,000.00) per occurrence, with no restriction or limitation as to equipment used, nature of damage or loss.

- E. Trailer interchange endorsement of applicable broker owned or leased trailer equipment: covering physical damage up to replacement costs in the amount of not less than thirty thousand dollars (\$30,000.00) per trailer.
- F. Carrier shall have no exclusions for any damage or loss due to wetness or dampness.
- G. Carrier shall name Broker as an additional named insured on A, B, E, and F above and as a loss payee on D above. Carrier shall provide Broker with suitable evidence of coverage.

**5. INDEMNIFICATION**

Carrier shall release, defend, indemnify, and hold harmless Broker against all loss, liability, damage, claim, fine, cost, or expense, including reasonable attorneys' fees, arising out of its negligent or willful acts in the performance of this Agreement or arising out of breach of any warranty contained herein.

**6. FREIGHT LOSS OR DAMAGE**

- A. Carrier shall be liable for cargo loss or damage in accordance with the Carmack Amendment, 49 U.S.C. 14706, subject to a maximum liability of \$100,000 per occurrence unless otherwise agreed in writing. Carrier agrees to pay, contest, or settle all claims within 30 days of submission and agrees to binding arbitration of claims at Broker's request.
- B. All shipments shall be loaded and counted by Carrier unless otherwise agreed in writing.

**7. SERVICE PERFORMANCE AND FAILURES**

Carrier shall provide reasonable dispatch in accordance with the terms and conditions of the Uniform Bill of Lading. Upon breach of this duty, Broker, at its sole election, may arrange for substituted service with respect to shipments in transit. Carrier agrees to reimburse Broker for any and all reasonable costs and expenses.

**8. ACCIDENTS**

Carrier shall immediately notify Broker if its equipment is involved in an accident under load and shall assume all costs of recovery for cargo and Broker's trailers.

**9. RECEIPTS AND BILLS OF LADING**

Carrier shall issue or execute a Uniform Standard Bill of Lading showing the kind, quantity, and condition of shipment accepted for transit, which shall clearly show Carrier as the party in possession and control of the shipment and shall reflect Broker in its capacity as a third party payor of freight charges. All bill of lading must be signed and returned to Broker.

**10. CARRIER'S OPERATIONS**

Carrier shall, at its own expense, furnish all equipment and personnel necessary to perform the contracted services and shall not hire other carriers, whether by interline brokerage or use of substituted service by rail without prior written consent of Broker. If Carrier breaches this obligation it shall remain liable for the performance of all representations and warranties in this Agreement subject to liquidated damages of \$5,000 per occurrence and other equitable remedies including offset and direct payment of charges to subcontracted carriers.

**11. FREIGHT CHARGE COLLECTION RIGHTS**

Broker warrants it will pay Carrier as stated in this BROKERAGE AGREEMENT. Accordingly, Carrier appoints Broker as its sole collection agent and waives the lien which Carrier might otherwise have on any goods by Broker without Broker's express written consent.

**12. ACCOUNT PROTECTION AND CONFIDENTIAL INFORMATION**

Carrier agrees during the term of this Agreement for a period of one year termination that it will not directly or indirectly solicit or attempt to perform freight services for any customer of Broker with respect to traffic first made known or handled by Carrier as a result of Broker's efforts. Any violation shall constitute a breach of this Agreement and shall entitle Broker to injunctive relief and liquidated damages in the amount of 20% of all amounts billed by Carrier to customer in violation of this section.

**13. INDEPENDENT CONTRACTOR**

Carrier warrants that it is in all respects an independent contractor and not an agent or representative or Broker for any purpose. Carrier warrants that it is solely responsible for compliance with all federal and state safety and employment laws.

**14. TRAILER INTERCHANGES**

In the event Carrier uses Broker’s trailer for any movement it will (1) issue equipment interchanges in compliance with 49 C.F.R. 376; (2) fully indemnify and hold Broker harmless from any liability or damage arising out of its use; and (3) use the equipment only for the purposes specified by Broker.

**15. MISCELLANEOUS**

This agreement may not be assigned by either Party without the express written consent of the other. The agreement may be amended or modified ONLY by written agreement duly authorized and signed by the Parties.

**16. GOVERNING LAW: SUBMISSION TO JURISDICTION**

This agreement shall be construed in accordance with general principles of federal transportation law, the Uniform Bill of Lading, and the laws of the State of Tennessee. In the event of a dispute, either party may request binding arbitration before the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council. The parties agree that venue and jurisdiction is proper before this state and applicable federal courts located in Tennessee.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Broker and the Carrier regarding its subject matter and may be executed by an exchange of electronic or scanned signature pages executed by representatives with apparent authority.

IN WITNESS WHEREOF, Carrier and Broker have caused this Agreement to be executed on the date first above written.

Carrier  
BY \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

Broker  
BY Michael S. Webb  
PRINT NAME Michael S Webb  
TITLE Chief Manager  
DATE September 27, 2020

**FMCSA Motor Carrier**

USDOT Number: 2234600  
Docket Number: MC529905  
Legal Name: WEBB LOGISTICS, LLC  
DBA (Doing-Business-As) Name



**Addresses**  
Business Address: 6852 PULLTIGHT HILL ROAD  
COLLEGE GROVE, TN 37048  
Business Phone: (615) 794-1339 Business Fax: Fax: (615) 794-2346  
Mail Address:  
Mail Phone: Mail Fax: Undeliverable Mail: NO

**Authorities**  
Common Authority: NONE Application Pending: NO  
Contract Authority: NONE Application Pending: NO  
Broker Authority: ACTIVE Application Pending: NO  
Property: YES Passenger: NO Household Goods: NO  
Private: NO Enterprise: NO

**Insurance Requirements:**  
BIPD Exempt: NO BIPD Waiver: NO BIPD Required: \$0 BIPD on File: \$0  
Cargo Exempt: NO Cargo Required: NO Cargo on File: NO  
BOC-3: YES Bond Required: YES Bond on File: YES  
Blanket Company: LOGISTEC/TTS RESIDENT AGENTS SERVICE

**Comments:**

**Active/Pending insurance:**

Form: 84	Type: SURETY	Posted Date: 12/09/2013
Policy/Surety Number: 20130703202	Coverage From: \$0	To: \$75,000
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: AMERICAN ALTERNATIVE INSURANCE CORPORATION  
Attn: TO REPORT A CLAIM CALL 800-305-4954  
Address: 555 COLLEGE RD. EAST PLAZA II  
PRINCETON, NJ 08543 US  
Telephone: (800) 305 - 4954 Fax: (609) 275 - 2147

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration


400 7th Street SW  
Washington, DC 20580

SERVICE DATE  
September 08, 2006

LICENSE  
MC-529805-B  
WEBB LOGISTICS, LLC  
MURFREESBORO, TN

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 380). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

  
Angel Sebastian, Chief  
Information Systems Division

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