

# Customer Setup Packet



## Customer Packet

United Shipping Company LLC

MC# 1345364 | USDOT# 3769959

38 Little Forest Dr

Asheville NC, 28806

828-423-9939

[Dispatch@usconow.com](mailto:Dispatch@usconow.com)

### **Welcome to United Shipping Company!**

*Our Freight Brokerage is ready to work for you!*

*You can count on our dedicated customer service and a 24/7 direct access to the person who you need most! We want to get to know you and treat your freight like it's our own!*

*Our business strives to manage all the details about your shipments so your shipping can be hands off and hassle free – Especially these tough loads that others shy away from.*

*We want to do right to each and every one of you – every time. Our team has been apart of this unbalanced and fluctuating industry for decades and we won't stop until we satisfy your needs better than the others.*

*You won't find a better brokerage ready to work harder for you.*

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## Please complete and return:

1. Customer Profile
2. Broker-Customer Agreement

## Please keep these for your records:

1. Our Operating Authority
2. Our Certificate of Insurance
3. Our Certificate of Bond
4. Our W-9
5. Our NOA and ACH Instructions
6. Our Accounting department:
  - [Accounting@usconow.com](mailto:Accounting@usconow.com)
  - (828) 423-9939

## Customer Profile

**Company Name:** \_\_\_\_\_

- **Address:** \_\_\_\_\_
- **Phone:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

- **Position:** \_\_\_\_\_
- **Email:** \_\_\_\_\_
- **Address** (If different): \_\_\_\_\_
- **Phone** (If different): \_\_\_\_\_

**Accounting Contact** (If different): \_\_\_\_\_

- **Email:** \_\_\_\_\_
- **Phone:** \_\_\_\_\_

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_.

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## **UNITED SHIPPING COMPANY LLC** **BROKER/CUSTOMER TRANSPORTATION AGREEMENT**

THIS **AGREEMENT**, "Agreement", made and intended to be effective \_\_\_\_\_, by and between **United Shipping Company LLC**, having an office in Asheville NC, (**BROKER**), and \_\_\_\_\_ having offices at \_\_\_\_\_ (**CUSTOMER**), collectively, the "**PARTIES**".

### **Recitals**

- A. WHEREAS **BROKER** is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT No. 3769959, or by appropriate State agencies, and as a **licensed** broker, arranges for freight transportation. A copy of **BROKER's** authority and a copy of **BROKER's** Surety Bond or trust fund agreement will be provided on request of **CUSTOMER**.
- B. WHEREAS **CUSTOMER**, to satisfy some of its transportation needs, desires to utilize the services of **BROKER** to arrange the transportation of **CUSTOMER's** freight.

**NOW THEREFORE**, intending to be legally bound, **BROKER** and **CUSTOMER** agree as follows:

### **Agreement**

- 1. TERM.** Subject to paragraph 11, the term of this **Agreement** shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one-year periods; provided, however, that either **Party** may terminate this **Agreement** on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this **Agreement**.
- 2. SERVICE.** **BROKER** agrees to arrange the transportation of **CUSTOMER's** freight pursuant to the terms and conditions of this **Agreement** and in compliance in all material respects with all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this **Agreement**. **BROKER's** responsibility under this **Agreement** shall be limited to arranging for, but not actually performing, transportation of **CUSTOMER's** freight. The **PARTIES** may, upon written mutual agreement, include additional service terms to be attached as Appendix A.

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## 3. VOLUME.

- A. **CUSTOMER** agrees to tender certain shipments to **BROKER**, and **BROKER** agrees to arrange for the transportation of said shipments. **CUSTOMER** is not restricted from tendering freight directly to motor carriers or other freight brokers. **BROKER** is not restricted from arranging transportation for other parties.
- B. **CUSTOMER** shall be responsible to **BROKER** for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

## 4. FREIGHT CARRIAGE. **BROKER** warrants that it has entered, or will enter, bilateral contracts with each carrier it utilizes in the performance of this **Agreement**. **BROKER** further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

- A. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- B. Carrier shall agree to **maintain at all times** during the term of the contract, insurance coverage with limits not less than the following (Unless agreed within **BOTH** parties otherwise):

- I. General Liability/Property Damage - \$1,000,000
- II. Auto Liability - \$1,000,000/\$5,000,000 for Hazardous materials.
- III. Cargo Liability - \$100,000
- IV. Workers Compensation – as required by law.

**BROKER** shall verify that each carrier it utilizes in the performance of this **Agreement** has insurance coverage as defined above (Unless agreed within **BOTH** parties otherwise).

- C. Carrier shall agree that the provisions contained in 49 CFR § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- D. Carrier shall authorize **BROKER** to invoice **CUSTOMER** for services provided by the Carrier. Carrier shall further agree that **BROKER** is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee, or **BROKER's** customer.

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- E.** Carrier shall agree that, at no time during the term of its contract with **BROKER**, shall it have an “**Unsatisfactory**” or “**Conditional**” safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory or Conditional safety rating, it shall immediately notify **BROKER**. **BROKER** shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. **BROKER** will require additional investigation if Carrier receives a conditional rating.
  - F.** Carrier shall agree that the terms and conditions of its contract with **BROKER** shall apply on all shipments it handles for **BROKER**. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.
  - G.** Carrier shall expressly waive all rights and remedies under Title 49 U.S.C. § 14101(b) to the extent they conflict with the contract.
- 5. RECEIPTS AND BILL OF LADING (BOL).** If requested by **CUSTOMER**, **BROKER** agrees to provide **CUSTOMER** with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading (BOL) or Proof of Delivery (POD), as specified by **CUSTOMER**. **CUSTOMER’S** insertion of **BROKER’S** name on the Bill of Lading (BOL) shall be for **CUSTOMER** convenience only and shall not change **BROKER’S** status as a property broker. **CUSTOMER** understands that even when, for **CUSTOMER’S** convenience, **BROKER** is listed on the Bill of Lading (BOL), **BROKER** is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by **BROKER** or carrier selected by **BROKER** may not supplement, alter, or modify the terms of this **Agreement**.
- 6. PAYMENTS.** **BROKER** shall invoice **CUSTOMER** for its services in accordance with the written rate confirmation and any accessorial or other charges effective at the time of the shipment as set forth on **BROKER**, and any written supplements or revisions that are mutually agreed to between the **PARTIES**. If rates are negotiated between the **PARTIES** and not otherwise confirmed in writing, such rates shall be considered “written,” and shall be binding, upon **BROKER’S** invoice to **CUSTOMER** and **CUSTOMER’S** payment to **BROKER**. **CUSTOMER** agrees to pay **BROKER’S** invoice within thirty days of invoice date without deduction or setoff. **BROKER** shall apply payment to the amount due for the specified invoice, regardless of whether there are earlier unpaid invoices. Payment of the freight charges to **BROKER** shall relieve **CUSTOMER**, Consignee, or other responsible party of any liability to the carrier for non-payment of its freight charges; and **BROKER** hereby covenants and agrees to indemnify **CUSTOMER**, Consignee, or other responsible party against such liability.
- 7. CLAIMS.**
- A. FREIGHT CLAIMS:** **CUSTOMER** must file claims for cargo loss or damage with **BROKER** within sixty (60) days from the date of such loss, shortage, or damage, which for purposes of the **Agreement** shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. **CUSTOMER** must file any civil action against

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**BROKER** in a Court of Law within two (2) years from the date the carrier or **BROKER** provides written notice to **CUSTOMER** that the carrier has disallowed any part of the claim in the notice. Carriers utilized by **BROKER** shall agree in writing with **BROKER** to be liable for cargo loss or damage as outlined in paragraph 4.b above. **BROKER's** and carriers' cargo liability for any one shipment shall not exceed \$100,000 unless **BROKER** is notified by **CUSTOMER** of the increased value prior to shipment pickup and with reasonable advance notice to allow **BROKER** and/or the carrier to procure additional insurance coverage. It is understood and 4 agreed that the **BROKER** is not a Carrier and that the **BROKER** shall not be held liable for loss, damage, or delay in the transportation of **CUSTOMER's** property unless caused by **BROKER's** negligent acts or omissions in arranging for transportation of **CUSTOMER's** freight pursuant to this **Agreement**. **BROKER** shall assist **CUSTOMER** in the filing and/or processing of claims with the Carrier. If payment of claim is made by **BROKER** to **CUSTOMER**, **CUSTOMER** automatically assigns its rights and interest in the claim to **BROKER** to allow **BROKER** to subrogate its loss. In no event shall **BROKER** or **BROKER's** Carrier be liable to **CUSTOMER** or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless **CUSTOMER** has informed **BROKER** in written or electronic form, prior to or when tendering a shipment or series of shipments to **BROKER**, of the potential nature, type and approximate value of such damages, and **BROKER** specifically agrees in written or electronic form to accept responsibility for such damages.

- B. ALL OTHER CLAIMS:** The **PARTIES** shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims and shall file any such claims with the other Party within sixty (60) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

- 8. INSURANCE.** **BROKER** agrees to procure and maintain at its own expense, at all times during the term of this **Agreement** (Unless agreed within **BOTH** parties otherwise), the following insurance coverage amounts:

- A.** Comprehensive General Liability Insurance - \$1,000,000  
Covering bodily injury and property damage.
- B.** Contingent Cargo Insurance. - \$100,000
- C.** Auto Liability. - \$1,000,000

**BROKER** shall submit to **CUSTOMER** a Certificate of Insurance as evidence of such coverage and will name **CUSTOMER** as "**Certificate Holder**" upon request.

- 9. SURETY BOND.** **BROKER** shall maintain a surety bond or trust fund agreement in the amount of \$75,000 and furnish **CUSTOMER** with proof upon request.

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- 10. HAZARDOUS MATERIALS.** **CUSTOMER** and **BROKER** shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. **CUSTOMER** is obligated to inform **BROKER** immediately if any such shipments do constitute hazardous materials. **CUSTOMER** shall defend, indemnify, and hold **BROKER** harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of **CUSTOMER's** failure to comply with applicable hazardous materials laws and regulations.
- 11. DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this **Agreement**, the party claiming default may terminate this **Agreement** on 10 (ten) days written notice to the other Party. **CUSTOMER** shall be responsible to pay **BROKER** for any services performed prior to the termination of this **Agreement** and for shipments not yet completed and/or not yet invoiced to **CUSTOMER**.
- 12. ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this **Agreement**, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this **Agreement** shall be binding unless in writing and signed by the **PARTIES**.
- 13. SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this **Agreement** results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the **Parties** agree that such portion or provision shall be severable and that the remaining provisions of the **Agreement** shall continue in full force and effect. The representations and obligations of the **PARTIES** shall survive the termination of this **Agreement** for any reason.
- 14. INDEPENDENT CONTRACTOR.** It is understood between **BROKER** and **CUSTOMER** that **BROKER** is not an agent for the Carrier or **CUSTOMER** and shall remain at all times an independent contractor. **CUSTOMER** does not exercise or retain any control or supervision over **BROKER**, its operations, employees, or carriers.
- 15. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this **Agreement**, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this **Agreement**, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 16. NOTICES.** Unless the **PARTIES** notify each other in writing of a change of address, any and all notices required or permitted to be given under this **Agreement** shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

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**(BROKER)**

**United Shipping Company LLC**

38 Little Forest Dr, Asheville NC 28806

Phone: 828-423-9939

Dispatch Email: [Dispatch@usconow.com](mailto:Dispatch@usconow.com)

Accounting Email: [Accounting@usconow.com](mailto:Accounting@usconow.com)

**(CUSTOMER)**

**Company:** \_\_\_\_\_

**Attn:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**17. FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this **Agreement** during any time in which such performance is prevented by **(CUSTOMER)** Company: Attn: Address: Phone: Email: 6 fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the **CUSTOMER** or **BROKER**, provided that the Party so prevented uses its best efforts to perform under this **Agreement** and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

**18. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity, and enforceability of this **Agreement**, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any action filed by either party shall be filed only in a state or federal court embracing Asheville, North Carolina, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

**19. CONFIDENTIALITY. BROKER** shall not utilize **CUSTOMER's** name or identity in any advertising or promotional communications without written confirmation of **CUSTOMER's** consent and the **PARTIES** shall not publish, use, or disclose the contents or existence of this **Agreement** except as necessary to conduct their operations pursuant to this **Agreement**. **BROKER** will require its carriers and/or other brokers to comply with this confidentiality clause.

**20. BACK SOLICITATION. CUSTOMER** shall not solicit the services of **BROKER's** motor carriers where the **CUSTOMER's** use of such carrier first occurred through the **BROKER's** efforts. If the **CUSTOMER** breaches this provision of this **AGREEMENT**, **BROKER** shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by **CUSTOMER** to such carrier for a period of fifteen months. **CUSTOMER** also agrees that the breach of this provision entitles **BROKER** to be entitled to obtain an injunction against **CUSTOMER** in a court of competent jurisdiction, at **BROKER's** option.



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**21. ENTIRE AGREEMENT.** This **Agreement**, including all Appendices and Addenda, constitutes the entire agreement intended by and between the **PARTIES** and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this **Agreement** to be executed in their respective names by their fully authorized representatives as of the dates first above written.

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**United Shipping Company LLC**  
**(BROKER)**

**Company: \_\_\_\_\_**  
**(CUSTOMER)**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed