



ÚLTIMA FREIGHT BROKERS, LLC
NEW CARRIER PACKET

Phone: 404-821-0557

MC#1387211 DOT#3827490

ULTIMAFREIGHTBROKERS.COM



ÚLTIMA FREIGHT BROKERS, LLC

***All new carrier packets MUST include the first 6 items
If applicable, please include item 7***

1 Broker Carrier Agreement

2 Carrier Dispatch Agreement

3 Insurance

Certificate must provide the following coverages with STAY FULL TRUCK DISPATCHING, LLC as the certificate holder at the following address.

Certificate Holder:
Última Freight Brokers, LLC
4535 Birdie Lane SW
Atlanta, GA 30331

- ▶ **Auto Liability - \$1,000,000**
- ▶ **Cargo - \$100,000**

4 Completed W-9

5 Operating Authority

Must provide a copy of the FMCSA interstate authority or DOT issued intrastate authority. All operating authority, license or permits must designate General Freight or Flat Bed Carrier (if applicable).

6 Completed Carrier Profile Sheet

7 Hazmat Registration

Carrier must show a current Hazmat registration certificate, if applicable. In addition, carrier must show proof of insurance for Hazmat commodities as required by law.



Cost Center: _____

Carrier Code: _____

Created By: _____

Date: _____

Approved By: _____

Date: _____

CARRIER PROFILE

Carrier Name: _____

SCAC Code: _____

MC#: _____

Fed ID#: _____

DOT#: _____

Physical Address: _____

Remit To Name: _____
(If Remit To Name is different than Carrier Name, provide official document linking two companies)

Remit To Address: _____
 Check if same as physical address

Contact Name: _____

Phone#: _____ Ext: _____ Fax#: _____

Dispatcher: _____ Email: _____

Dispatcher: _____ Email: _____

Hazmat: Yes No

TWIC Status: All Some None

Equip Type: Van Flatbed Reefer

List states where your company has capacity:

- | | | | | | |
|-----------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------|----------------------------------|
| <input type="checkbox"/> AL | <input type="checkbox"/> FL | <input type="checkbox"/> MA | <input type="checkbox"/> ND | <input type="checkbox"/> OR | <input type="checkbox"/> TX-West |
| <input type="checkbox"/> AZ | <input type="checkbox"/> GA | <input type="checkbox"/> MD | <input type="checkbox"/> NE | <input type="checkbox"/> PA | <input type="checkbox"/> UT |
| <input type="checkbox"/> AR | <input type="checkbox"/> IA | <input type="checkbox"/> ME | <input type="checkbox"/> NH | <input type="checkbox"/> RI | <input type="checkbox"/> VA |
| <input type="checkbox"/> CA-North | <input type="checkbox"/> ID | <input type="checkbox"/> MI | <input type="checkbox"/> NJ | <input type="checkbox"/> SC | <input type="checkbox"/> VT |
| <input type="checkbox"/> CA-South | <input type="checkbox"/> IL | <input type="checkbox"/> MN | <input type="checkbox"/> NM | <input type="checkbox"/> SD | <input type="checkbox"/> WA |
| <input type="checkbox"/> co | <input type="checkbox"/> IN | <input type="checkbox"/> MO | <input type="checkbox"/> NV | <input type="checkbox"/> TN | <input type="checkbox"/> WI |
| <input type="checkbox"/> CT | <input type="checkbox"/> KS | <input type="checkbox"/> MS | <input type="checkbox"/> NY | <input type="checkbox"/> TX-North | <input type="checkbox"/> WV |
| <input type="checkbox"/> DC | <input type="checkbox"/> KY | <input type="checkbox"/> MT | <input type="checkbox"/> OH | <input type="checkbox"/> TX-South | <input type="checkbox"/> WY |
| <input type="checkbox"/> DE | <input type="checkbox"/> LA | <input type="checkbox"/> NC | <input type="checkbox"/> OK | <input type="checkbox"/> TX-East | <input type="checkbox"/> Canada |

BROKER-CARRIER AGREEMENT

THIS BROKER-CARRIER AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by and between Última Freight Brokers, LLC ("BROKER"), and _____ ("CARRIER"), under the following terms and conditions:

- A. CARRIER is in the business of and has the legal authority to provide contract transportation services and desires to transport freight identified by BROKER as requiring transportation services;
- B. Última Freight Brokers is a "Broker" as that term is defined under 49 U.S.C. § 13102(2). BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C.S. § 11706;;

THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

1. Term and Termination. This Agreement shall be effective from the date first above written and shall continue in effect until terminated by either party upon not less than 30 days prior written notice. Notwithstanding the preceding sentence, BROKER may also terminate this Agreement immediately by written notice to CARRIER if such termination is for cause, including without limitation (a) any and all breaches of this Agreement by CARRIER, and (b) receipt by CARRIER, at any time during the term of this Agreement, of a DOT safety rating of "unsatisfactory". All orders placed prior to the effective date of termination shall be handled by CARRIER pursuant to this Agreement.

2. Broker Obligations. BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license MC-154105B and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000.00 and furnish CARRIER with proof of same upon request.

Upon receipt of payment from the shipper, BROKER shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth in the Rate Confirmation sheet or by separate agreement. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its final destination. BROKER agrees to arrange for the transportation of a shipper's freight with CARRIER pursuant to the terms of this Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement.

- a. The Parties agree that BROKER'S responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services.

3. Carrier Obligations. CARRIER warrants that at all times during this Agreement it will act as a "motor carrier," as that term is defined under 49 U.S.C. § 13102 and any applicable federal regulations. CARRIER

Carrier's Initials _____

further warrants that at all times during this Agreement it will remain licensed and authorized by the Department of Transportation to provide transportation services, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations.

- a. CARRIER agrees to maintain a U.S. DOT safety rating of "none," "satisfactory," "conditional," or the equivalent rating described by the U.S. DOT, FMCSA or equivalent governmental agency or authority for the duration of this Agreement. Any change in CARRIER'S safety rating requires immediate written notification to BROKER. A "conditional" rating will warrant further review by BROKER and require approval of an action plan submitted by CARRIER prior to CARRIER providing any transportation services under this contract.
- b. CARRIER agrees that only drivers qualified under Art. 391 of the Federal Motor Carrier Safety Regulations (FMCSRs) will transport freight under this Agreement. CARRIER further agrees that it will maintain adequate internal procedures to evaluate its drivers through Pre-Employment Screenings, Driver Information Resource, the U.S. DOT Safety Management System, CSA, and any other official resources related to driver fitness, and ensure that its drivers are otherwise qualified under the FMCSRs throughout the duration of this Agreement.
- c. Upon reasonable demand, CARRIER shall provide to BROKER copies of its FMCSA Operating Authority and Certificate of Insurance.
- d. For each shipment tendered to CARRIER, CARRIER will provide to the shipper a standard bill of lading that is in accordance with 49 C.F.R. §373, listing the consignor and consignee, the origins and destinations, the number of packages, the description of the freight, and the weight, volume or measurement of the freight. The Parties agree that BROKER will not be a party to the bill of lading. The Parties agree that the shipment of freight will move under the terms and conditions listed in the bill of lading. CARRIER agrees to list itself on the bill of lading as the party in possession and control of the freight. The terms and conditions of the bill of lading shall not operate to alter or modify the terms of this Agreement between CARRIER and BROKER, and nothing in the bill of lading shall operate to limit CARRIER'S liability for loss or damage to cargo. CARRIER and BROKER expressly waive their rights under the Carmack Amendment, 49 USC 14706, et seq.

4. Rates and Charges. Unless there is a rate agreement attached as Appendix A, CARRIER shall be compensated for its services in the amount identified in the Rate Confirmation Sheet issued to CARRIER by BROKER following BROKER'S acceptance of CARRIER'S response to each Bid Offer. Each such Rate Confirmation Sheet issued by BROKER for each shipment shall be deemed to be part of this Agreement and incorporated by reference herein. CARRIER'S tariffs or rate schedules shall not apply to this Agreement, as CARRIER'S response to the Bid Offer shall be deemed to include all accessorial fees, fuel surcharges, tolls or any other costs, charges or fees of any type or description. For purposes of this section, the exchange of e-mails or facsimiles by and between BROKER and CARRIER will suffice to evidence the parties' agreement to rates and charges.

5. Payment of Services. Within 24 hours of completion of each of its shipments, CARRIER shall submit to BROKER documents showing complete performance of each shipment tendered hereunder, including an invoice, clear delivery receipt, bill of lading, temperature control documentation (as applicable) and other such documents required by BROKER. If CARRIER does not invoice BROKER within 30 days of the date of shipment, then CARRIER

Carrier's Initials _____

shall be precluded from collecting payment for the transportation charges related to said shipment. CARRIER agrees that it will look solely to BROKER for the payment of its charges and that it will not contact or pursue BROKER's customers or the shipper or consignee for payment of freight, accessorial or other charges owed to CARRIER.

6. Shipper-Broker Relationship- The Parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal of a shipper.

7. Broker-Carrier Relationship- CARRIER agrees and acknowledges that as the motor carrier transporting a shipper's freight pursuant to this Agreement, it is an independent contractor, and not an employee, agent or principal of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER.

8. No Broker Control- The Parties agree that BROKER will not assert any control nor have any right to control over a shipper's freight, including, but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper's freight.

9. No Broker Liability- CARRIER agrees and acknowledges that BROKER will not be liable to a shipper for any act or omission of the CARRIER or any of its "employees" which transport a shipper's freight, as the term "employee" is defined under 49 C.F.R. § 390.5.

10. Carrier Liability- CARRIER hereby assumes the liability of a motor carrier as provided in § 14706 of Title 49 of the United States Code, and all claims for loss, damage and/or salvage will be handled and processed in accordance with that provision.

- a. CARRIER agrees to assume full liability for the prompt, safe transportation of all shipments under this Agreement, including compliance with applicable temperature requirements, and agrees to be responsible for all loss, damage, delay, destruction, theft or liability of whatever nature arising from the transportation services hereunder, or from CARRIER's failure to perform the services, whether occurring while the shipment is in the custody or control of the CARRIER or in the custody or control of any other party to whom CARRIER may entrust the shipment. CARRIER's liability to BROKER, any involved Shipper ("Broker's Customer") shall be for the full value of any loss, damage, injury to property occurring while in possession of CARRIER or under CARRIER's care, custody or control, or resulting from CARRIER's performance of or failure to perform the services provided herein. For purposes of this section "full value" shall mean the retail price or invoice value, whichever is greater, of any product lost or damaged while under the care, custody or control of CARRIER. Carrier's maximum liability per shipment under this section 10 shall be \$250,000. No other such limitation shall apply, whether contained in CARRIER's tariffs or otherwise. Signatures on bills of lading or receipts issued by CARRIER shall not constitute BROKER's written acceptance of CARRIER's liability limitation or other changes in the terms and conditions.
- b. In the event of loss or damage, BROKER shall file a claim with CARRIER within nine (9) months, and CARRIER shall settle such claim within 90 days of receipt of the claim. CARRIER hereby assumes all other terms and conditions set forth in Section 14706 of Title 49 of the United States Code as in effect on the date of this Agreement. In addition, BROKER is entitled to offset the amount of any claims which remain unpaid or unresolved after such 90 day period against amounts owing from BROKER to CARRIER hereunder,

Carrier's Initials _____

provided claim was not denied for reasonable cause in writing to BROKER by CARRIER. CARRIER will be notified in writing prior to taking any action to offset. CARRIER shall not dispose of damaged or rejected product without the prior written consent of Shipper.

11. **Indemnification.** CARRIER shall indemnify and hold harmless BROKER, its corporate parent, affiliates, subsidiaries, and Broker's Customers, and their respective officers, directors and employees (hereinafter referred to as "Indemnitees") from and against all liabilities, obligations, losses, damages, taxes, fines, penalties, claims, actions, suits, costs, charges and expenses, including without limitation attorney's fees and expenses, which may be imposed upon or incurred by or asserted against the Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation employees of one or more of the Indemnitees or of CARRIER and employees of its contractors, subcontractors, vendors or agents), (ii) damage to property (including without limitation the property of one or more of the Indemnitees and the property of its contractors, subcontractors, vendors, agents or employees) or (iii) violation of any law, ordinance or regulation of any federal, state or local governmental authority, by CARRIER or its contractors, subcontractors, vendors, agents or employees, as a result of or arising out of any or all of the services provided for under this Agreement; provided, however, the foregoing agreement to Indemnify and hold BROKER harmless shall not be applicable to the extent that such liabilities, obligations, losses, damages, taxes, fines, penalties, claims, actions, suits, costs, charges and expenses are attributable to the negligence of BROKER and/or its employees. For purposes of this paragraph, CARRIER agrees and acknowledges that Broker's Customers are intended third-party beneficiaries to this Agreement.

12. **Insurance.** Carrier will procure and keep in force continuously through the term of this Agreement, the following types of insurance:

- a. Automobile bodily injury and property damage insurance, including blanket contractual coverage protecting against claims for bodily injury including accidental death, and property damage in the amount of \$1,000,000 combined single limit per occurrence.
- b. Cargo insurance in an amount sufficient to cover CARRIER's liability hereunder, but in no event less than \$100,000 per shipment. Said policy shall contain a refrigerated goods coverage endorsement, if CARRIER transports any such cargo for BROKER's Customers, and shall have no exclusions applying to any cargo transported by CARRIER on behalf of BROKER's Customers.

The insurance policy or policies providing the coverage shall name BROKER as a certificate holder. All coverages required hereunder shall be written by reputable insurance companies rated A-class VII or better by A.M. Best Co. and authorized to transact business in the states in which CARRIER's services will be rendered and shall provide that the insurance company issuing the policy shall notify BROKER of any material alteration, non-renewal or cancellation thereof at least 30 days prior thereto. CARRIER shall furnish BROKER with certificates of insurance or other evidence of the said insurance coverage.

13. **No Back Solicitation.** CARRIER shall not, during the term of this Agreement and for a period of 1 year following the termination of this Agreement, directly or indirectly solicit the transportation of freight from any shipper, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts or (2) the traffic of the shipper, consignee or customer of BROKER was first tendered to CARRIER by BROKER. In the event that CARRIER violates this provision, CARRIER agrees to pay BROKER a 20% brokerage commission on all gross revenue generated from such customers as liquidated damages, and not as a penalty. CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

14. Double Brokering. CARRIER may under no circumstances double broker or otherwise outsource or offer carriage to a subsequent carrier a load provided by BROKER. If this were to occur, BROKER will be held harmless by all parties for any/all liability of any kind. All risk will be assumed by CARRIER.

15. Notices. Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U.S. Certified Mail, return receipt requested, or if by fax, upon receipt of a delivery acknowledgement, addressed to the following:

Última
Freight
Brokers.
4535 Birdie Lane SW
Atlanta, GA 30331
Attn: _____

Carrier: _____
Attn: _____
Fax: _____

16. Force Majeure. Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions under this Agreement for any delay or damage, if caused by an act of God, public enemies, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, acts or omissions of custom officials, authority of law, quarantines, civil commotion or war, or other contingency beyond the control of the respective parties; provided however, that nothing contained in this paragraph shall relieve CARRIER from its liability for the loss, damage, or injury to the goods shipped as provided in paragraph 8.

17. Confidential Information. CARRIER shall not, without first obtaining the written consent of BROKER, in any manner, advertise, publish, or disclose to any third party any information supplied to CARRIER pursuant to this Agreement, including without limitation, rates, charges or discounts, except as required by law for completion of this Agreement.

18. Attorney Fees. If BROKER becomes involved in litigation by reason of any act or omission of CARRIER and/or its authorized representatives, CARRIER shall be liable to BROKER for BROKER's reasonable attorney fees and court costs incurred by it in litigation.

19. No Liens. CARRIER shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for any shipper under this Agreement. CARRIER will not in any way encumber or otherwise impair any shipper's right to possession of such goods, including, but not limited to, asserting any lien or withholding any goods on account of any dispute as to prices or alleged failure of any shipper or its customers to pay any charges incurred under this Agreement. CARRIER waives and releases any lien or right to a lien CARRIER might have as to products transported hereunder.

20. Applicable Law. The rights, duties and obligations of the parties, including the applicable statute of limitations for any given claim or action, shall be construed and governed by federal law and, to the extent not in conflict therewith, by the procedural and substantive laws of the State of Georgia exclusive of its conflicts of law provisions.

21. Severability. If any term or provisions of this Agreement or any application thereof shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

22. Entire Agreement/Assignment. This Agreement represents the entire agreement between the parties with respect to the services covered by this Agreement, and supersedes any other oral or written agreements between the parties concerning this subject matter. This Agreement may only be altered, amended or modified

Carrier's Initials _____

pursuant to a written document executed by authorized representatives of both parties. Neither party may assign this Agreement without the prior written consent of the other party.

Última Freight Brokers, LLC

Carrier: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Carrier's Initials_____