



3215 Steck Ave, Ste 203, Austin, TX 78757

E-mail: Shannon@ctg-trucking.com

Carrier Profile

Carrier Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

MC# _____ DOT# _____ Fed ID# _____

Insurance Name _____

Phone _____ Fax _____

***** PLEASE EMAIL ALL OF THE FOLLOWING INFORMATION TO YOUR AGENT!! *****

Agent's Email Shannon@ctg-trucking.com

- ✓ SIGNED AND COMPLETED BROKER CARRIER AGREEMENT
- ✓ COPY OF AUTHORITY
- ✓ W-9
- ✓ CERTIFICATE OF INSURANCE NAMING CTG TRUCK BROKERAGE LLC AS A CERTIFICATE HOLDER
- ✓ INSURANCE CERTIFICATE MUST INCLUDE LIABILITY AND CARGO COVERAGE

***** PLEASE SEND ALL INVOICES TO THE ADDRESS BELOW (ACH IS AVAILABLE FOR PAYMENT)**

BILLING ADDRESS:

**CTG Truck Brokerage LLC
3215 Steck Ave, Ste 203
Austin, TX 78757**



CTG TRUCK BROKERAGE, LLC

MC NO. 1288530—B

TRANSPORTATION BROKERAGE CONTRACT

This Master Agreement between CTG Truck Brokerage, LLC, a Delaware Limited Liability Company, hereinafter designated as "Broker" and, _____, hereinafter designated as "Carrier".
(Company Name)

WITNESSETH:

1. "Carrier" is a contract carrier of property and holds appropriate contract carrier authority issued by the Interstate Commerce Commission (ICC) to engage in the interstate transportation of property as authorized by its contract carrier Permit No. _____ (a copy of which is attached hereto and made a part of hereof) to provide transport of property to meet the distinct needs of the "Broker", and
2. "Broker" is a duly licensed motor carrier broker, licensed to arrange for the transport of property by License Number MC-1288530-B (a copy of which license is attached hereto and made part hereof), and controls the transportation of the commodities to be tendered to "carrier".
3. "Broker" shall enter for transportation and "Carrier" shall transport, subject to availability of "Carrier's" equipment, a series of shipments meaning not less than on shipment per year throughout the duration of the contract.
4. INSURANCE: "Carrier" shall procure and maintain in force public liability, property damage, collision, cargo and workers' compensation insurance coverage as requested by the ICC and any other coverage as requested by the ICC and any other applicable regulatory agency, included but not limited to the following:
 - a. Public liability and property damage with a combined single limit of \$1,000,000. Such insurance policy shall name the "Carrier" and the "Broker" as additional insured with respect to liabilities for personal injury, including death and property damage arising out of the ownership, maintenance, use or operation of the Equipment.
 - b. Cargo insurance with a minimum of \$100,000 to compensate "Broker" owner or consignee which property comes into the possession of "Carrier" in connection with its transportation service. The cargo insurance shall be in the for required by 49 C.F.C 1043.2(b), shall have no exclusion or restrictions that would not be accepted by the ICC for filing under the statutory requirements of the above cited sections, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section.
 - c. "Carrier" shall cause its insurance carrier to forward to "Broker" a standard Certificate of Insurance which shall require the insurance carrier to give written notice ten (10) to thirty (30) days prior to the cancellation of such insurance.
 - d. "Carrier" agrees to defend and hold harmless "Broker" against loss or damage claims on each shipment transported by "Carrier" pursuant to this contract including court costs and

Initials_____



attorney's fees incurred in prosecuting or defending from any and all liability costs and damages arising out of "Carrier's operations hereunder, including but not limited to all road, fuel, and other taxes, fees or operating permits, related to the shipments transported by "Carrier" as arranged by "Broker".

5. As full compensation for the services provided by "Carrier" pursuant to the terms and conditions of this contract, "Broker" shall pay "Carrier" in accordance with the rates and charges as provided in this contract. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing in order to remain binding between the parties. The submission of a freight bill by the "Carrier" to the "Broker" shall be considered sufficient writing to satisfy the agreed upon rates, subject to correction by mutual agreement of the "Broker" and "Carrier".
6. "Carrier" shall assume full responsibility for, and shall pay, all State and Federal taxes, assessments, insurance (including but not limited to, workers' compensation, unemployment compensation, disability, old age pension and social security insurance) and other financial obligations arising out of the transportation performed hereunder.
7. The "Carrier" shall, on each movement, issue a standard Bill of Lading and the traffic shall move under the terms and conditions of the said Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims.
8. "Broker" agrees to pay "Carrier" for the applicable freight charges under this contract within thirty (30) days of receipt by "broker" of "Carrier's" freight bill, bill of lading and delivery receipt. The bill of lading shall note that the shipments were transported by the "Carrier", acting as a carrier, and the shipment was arranged by the "Broker", acting as a broker. "Carrier" agrees that "Broker" has the exclusive right to handle all the billing of freight charges to "Brokers" Customer (shipper) for the services provided pursuant to the terms of this Agreement. "Carrier" further agrees (i.) to refrain from all collection efforts against any of the "Broker's" Customers or any such Customers' freight for the services provided pursuant to the terms of this Agreement and (ii.) to look solely to "Broker" for payment for the services provided pursuant to the terms of this Agreement.
9. "Carrier" hereby retains services of "Broker" as its agent for the solicitation and dispatch of merchandise availability for transportation by motor vehicle with full power and authority to act in Carrier's behalf for the sole purpose of securing merchandise and accepting payment for transportation. "Carrier" authorizes "Broker" to invoice shipper, receiver, consignor or consignee of any liability to the "Carrier" for non-payment of charges.
10. Neither party hereto will be liable for the failure to tender or timely transport of freight under this contract if such failure, delay, or other omission is caused by strikes, acts of God, war, accidents, civil or military authorities.
11. "Carrier" shall be liable to "Broker" for loss or damage to any property transported under this contract. Such liability shall begin at the time the freight is loaded in or on "Carrier's" equipment at the point of origin and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop off party. The liability shall be for the full value of the item(s) which shall be understood to mean the replacement cost of the lost or damaged item(s).
12. "Carrier" shall not solicit traffic from any shipper, consignor, consignee, or customer of the "Broker" where (1) the availability of such traffic first became known to the "Carrier" as a result of the Broker's

Initials _____



efforts , or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the "Carrier" by the "Broker". If "Carrier" breaches this contract and back-solicits the "Broker's" customers obtaining traffic from such customer, the "Broker" is then entitled, for the period of twelve (12) months after the involved traffic first begins to move, a commission from the "Carrier" of forty-three and one-half percent (43.5%) of the transportation revenue received on the movement of the traffic.

13. "Carrier" specifically agrees that all freight tendered to it through the "Broker" shall be transported on equipment operated only under the authority of the "Carrier" and that "Carrier" shall not in any manner sub-contract, broker or in any other form arrange for the freight to be transported by a third party without the specific written consent of "Broker".
14. GOVERNING LAW The substantive laws of the State of Texas shall govern the validity, construction, and interpretations of this Agreement in accordance with the rules and regulations of both "Broker" and "Carrier" agree to submit to the jurisdiction of the courts of Texas.
15. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term hereof, such provisions shall be fully severable and this Agreement shall be constructed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be automatically added a part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision as may be determined to be legal, valid and enforceable.

The terms of this contract shall commence on the _____ day of _____, 20, and shall remain in full force and effect for a period of twelve (12) months from its effective date and from year to year thereafter, provided however that either party may terminate this contract upon not less than thirty (30) days prior written notice to the other party.

BROKER:

CARRIER:

CTG Truck Brokerage, LLC

3215 Steck Ave, Ste 203

Austin, TX 78757

BY:

BY:

WITNESS:

WITNESS:

Initials_____

