



DISPATCH: [brokerage.sbs@gmail.com](mailto:brokerage.sbs@gmail.com) MAIN PH NUMBER : 616-236-0708

CLAIMS: [claims.sbs@gmail.com](mailto:claims.sbs@gmail.com) ACCOUNTING: [receivables.sbs@gmail.com](mailto:receivables.sbs@gmail.com)

## Carrier Setup Packet 2025

REQUIRED SETUP DOCUMENTS: To initiate the setup process, complete the following documents and email them to [brokerage.sbs@gmail.com](mailto:brokerage.sbs@gmail.com)

- Signed Broker-Carrier Agreement (attached)
- Current cargo & liability insurance certificate, listing certificate holder and additionally insured
  - SBS Transportation LLC  
3350 Broadmoor Ave SE Grand Rapids, MI 49512
  - Please have your insurance co. note in the comments that your policy covers either "**Constructive Total Loss**" or "**Diminished Value.**"
  - Insurance amount **MUST** meet or exceed the following requirements:
    - **Auto Liability Insurance:**
      - \$1,000,000 Combined Single Limit
    - **Cargo Insurance:**
      - 1-3 Car Hauler: \$150,000
      - 4-7 Car Hauler: \$250,000
      - 8-10 Car Hauler: \$500,000
- Completed W-9
- MC Authority
- Completed Payment Terms, attached

## **SBS Transportation LLC Sub-Hauler Master Agreement**

This agreement is entered between SBS Transportation LLC, a licensed Broker of freight under authority issued by the Federal Motor Carrier Safety Administration or its predecessor agency, hereinafter referred to as BROKER, and \_\_\_\_\_ a Motor Contract Carrier, duly licensed by the Federal Highway and Safety Administration, MC# \_\_\_\_\_ DOT # \_\_\_\_\_ and Federal ID/SSN \_\_\_\_\_ hereinafter referred to as CARRIER,

WHEREAS, CARRIER is a Motor Carrier of property operating pursuant to interstate operating authority issued to it by the Federal Motor Carrier Safety Administration or its predecessor agency, as well as intrastate operating authority issued to it by the applicable state agencies.

WHEREAS, BROKER is a Freight broker of property operating pursuant to interstate operating authority issued to it by the Federal Motor Carrier Safety Administration or its predecessor agency, as well as intrastate operating authority issued to it by the applicable state agencies.

WHEREAS, BROKER desires to subcontract certain transportation of vehicles to CARRIER on behalf of BROKER'S customers.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter to set forth, the parties agree as follows:

### **Billing and Payment**

1. CARRIER agrees to transport freight at a mutually agreed upon rate which is negotiated on a per load basis and agreed to by both parties at the time the shipment is offered. CARRIER acknowledges that there is no promise made by BROKER as to the number of loads or a minimum number of loads that BROKER will tender to CARRIER.
2. CARRIER shall submit its IRS Form W-9 and all billing paperwork either by (1) email, as an electronic file saved in PDF format and then attached to CARRIER'S email as a separate file, and which shall be addressed specifically to the email address of [brokerage.sbs@gmail.com](mailto:brokerage.sbs@gmail.com), A) BROKER may require, at its absolute and sole discretion, a new IRS Form W-9 each time the IRS publishes a new revision of its form, or when the signature date of the CARRIER becomes more than one-year out of-date, and CARRIER agrees to provide such document if, and when, requested by BROKER. B) CARRIER must use the Brokers App/EPOD, unless instructed otherwise, and have it signed at point of pickup and again upon delivery. Auction deliveries require stamped BOL. CARRIER BOL/Condition Report must show order id#, and must list the year, make, model and at least the last 8 characters of the VIN of each vehicle on the shipment. CARRIER must include the VIN(s) on the BOL/Condition Report, or it will not be processed for payment.
3. CARRIER acknowledges that failure to comply with the Billing and Payment terms may result in a delay in paying or non-payment to CARRIER.

### **Loading and Delivery**

1. CARRIER shall call pick-up locations for load availability prior to routing trucks.
2. CARRIER shall notify BROKER immediately if there are discrepancies in the provided shipment and shall not load or accept the load until instructed by BROKER.
3. CARRIER is responsible for all costs associated with shipping an incorrect unit.
4. CARRIER is responsible for ensuring that all appropriate accessories, included but not limited to keys, remotes, floor mats, manuals, hubcaps, tool kits, etc., are present and accounted for in each new vehicle. CARRIER shall ensure its employees follow all corresponding OEM procedures.
5. CARRIER shall notify BROKER of any damage to vehicle, regardless of severity, or missing accessories before moving said vehicle.

6. If permitted in the delivery instructions, CARRIER may elect to make night or STI (subject to inspection) deliveries. CARRIER assumes all risk and liability, including theft, for after hours and STI deliveries.
7. Any units left behind without notifying the Broker will be subject to \$100 penalty per VIN

#### **Hostage Loads**

1. For purposes of this Agreement "hostage loads" is defined as the refusal by CARRIER to immediately release BROKER'S freight upon demand or otherwise exerting unauthorized control over freight, refusal to deliver a load at the scheduled time and place of delivery, refusing to provide BROKER with information on the location of BROKER'S freight or refusing to deliver, or failure to release or produce such freight. In the event that CARRIER does hold freight hostage, CARRIER agrees to a twenty percent (20%) penalty per day that freight is delayed. CARRIER agrees hostage loads will terminate this agreement without written notice.

#### **Confidentiality and Non-Competition**

1. The names of BROKER'S customers, shippers, and agents are and shall remain the exclusive property of BROKER. CARRIER further agrees that all information used by BROKER in the solicitation of customers, shippers, or agents, including but not by way of limitation, tariff, pricing lists, routes, invoices and names of personnel of customers, shippers, and agents are trade secrets, are confidential, are the valuable property of BROKER, and that any such information developed by CARRIER as a result of this business relationship is and shall remain the property of BROKER.
2. Upon execution of this Agreement and for a period of one (1) year after termination, CARRIER shall not solicit business from any Shipper, Consignor, Consignee, or Customer of BROKER where (1) the availability of such shipment first became known to CARRIER through BROKER'S efforts, or, (2) where CARRIER is introduced to Shipper, Consignor, Consignee, or customer of BROKER by BROKER or its efforts, or, (3) where the shipment of the Shipper, Consignor, Consignee, or Customer of the BROKER was tendered first to the CARRIER by the BROKER, and CARRIER had no direct business contact with them prior thereto. If CARRIER violates any provision of this section, and obtains business therefrom, CARRIER agrees that this action will terminate this agreement without written notice and may result in unpaid transport fees on any or all of CARRIER'S outstanding invoices.

#### **Cargo Claims**

1. CARRIER shall be liable to BROKER, for all damage, loss, total loss, loss of sale, liability, depreciated value, and/or the like occasioned by the transportation of property arranged by the BROKER while being transported by CARRIER. BROKER'S liability for cargo loss, damage, delay, or theft from any cause shall be as described in the provisions of 49 U.S.C. 514706 (Carmack Amendment), except to the extent modified by this Agreement. The parties, as between themselves, do not agree to released value rates, or other limitations on cargo liability, and any provision of any bill of lading, tariff, rules circular, receipt or other shipping document purporting to a set released value rate or limitation shall be invalid, unless expressly agreed to by BROKER in a signed writing separate from any bill of lading or other delivery receipt issued by CARRIER or other third party. If a shipment or any part thereof is rejected, lost, stolen, damaged or destroyed, CARRIER shall pay to BROKER the full value of the cargo which is rejected, lost, damaged or destroyed, plus all taxes, fees, and other charges of any kind or nature, including but not limited to, prepaid shipping costs, storage, rework/transportation charges, replacement cargo transportation costs, any price difference for replacement goods, and other damages arising from delay due to loss, damage, injury, or theft of the cargo. The obligations hereunder belong to CARRIER and are CARRIER'S obligation regardless of whether its insurance carrier honors or denies the claim. Denial of a claim by CARRIER's insurer shall not release CARRIER of its obligations herein.
2. Notwithstanding the terms of 49 C.F.R. 370 et seq., BROKER shall submit to CARRIER a written claim for loss of, or damage to, cargo within two-hundred seventy (270) days after delivery of the cargo with respect to which such claim is made, or, in the event of a shipment that is lost or stolen, from the date such shipment was to be delivered. Any notice of claim of damage sent by BROKER to CARRIER shall be deemed given when successfully transmitted and not returned "undeliverable." If CARRIER does not respond to the initial notice of claim within ten (10) business days, including by providing documentation

to support a denial of liability, CARRIER shall be deemed to have accepted liability for the damages. BROKER may then submit the claim to the insurance company on file for resolution.

In addition, BROKER will notify CARRIER when damages are initially reported. An estimate of repair costs will be emailed to CARRIER if or when a formal claim is submitted. Please note that the dealer has at least 60 days and up to 9 months to submit a claim for most customers. Upon receipt of a repair estimate, BROKER will withhold the estimated cost from CARRIER's invoice (if submitted) and issue payment for the remaining balance. A \$50 administrative fee will be assessed to process the claim.

#### **Compliance with Applicable Regulations**

1. CARRIER represents and warrants that all equipment used in the transportation of freight tendered to CARRIER by BROKER meets or exceeds all applicable federal and state safety regulations and standards. CARRIER further represents and warrants that all drivers used by CARRIER to transport freight tendered to CARRIER by BROKER are fully qualified to operate commercial motor vehicles in commerce and meet or exceed all applicable regulations and standards set forth in the Federal Motor Carrier Safety Regulations and comparable state regulations. CARRIER shall be in full compliance with all applicable federal, state, and local regulations relating to the providing of its services, included but not limited to training of drivers, qualification of drivers, transportation of Hazardous Materials, including the licensing and training of HazMat qualified drivers, as defined in 49 F.C.R. 5172.800, 5173, and 5397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations, 49 C.F.R. 5390.46 as well as any other regulations relating to intermodal equipment; owner/operator lease regulations; loading and securement of freight; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations, and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers' compensation; the Federal Motor Safety Regulations (FMCSRs), and any applicable state trucking regulations.
2. CARRIER represents and warrants that it has a "Satisfactory" safety rating issued by the Federal Motor Carrier Safety Administration ("FMCSA"), or is unrated, and that it does not have more than two SMS BASIC scores greater than the threshold established by the FMCSA. CARRIER further represents and warrants that it has no knowledge of any threatened or pending interventions or investigations by the FMCSA or by any state agency related to the enforcement of safety laws or regulations. CARRIER agrees to immediately notify CARRIER in writing of any changes or proposed changes to its safety fitness rating, or upon two or more of its SMS BASIC scores exceeding established thresholds.

#### **Accidents or Delays**

1. CARRIER agrees that in the event of an accident or other delay occurring during the transportation of any load under the terms of this Agreement which make it impossible for the CARRIER to comply with the timely delivery thereof, CARRIER shall immediately notify BROKER and inform BROKER of such delay and the expected date and time of such delayed delivery.

#### **Independent Contractor Relationship**

1. The relationship of CARRIER to BROKER shall, always, be that of an independent contractor. No driver, employee, agent, or other personnel provided by CARRIER in the performance of this Agreement shall be deemed CARRIER's employee and all such person(s) shall be under the exclusive direction, control, and supervision of CARRIER and not BROKER. Although BROKER may, at times, provide information such as pick-up and delivery dates and time, delivery instructions, special handling requirements, and cargo securement information, such information is given solely so that BROKER can meet its contractual obligations to its customers. CARRIER agrees to be solely responsible for determining the manner, means, and methods of performing the work required under this Agreement.
2. The Parties agree that BROKER, at all times, is acting as an independent contractor and not an employee, agent, or principle of any shipper. CARRIER agrees that BROKER shall not be liable in any way for any negligent or wrongful act or omission committed by a shipper.

#### **Insurance**

1. CARRIER shall procure and maintain, at its own expense, the following insurance:

- (A) Worker compensation insurance meeting the applicable state statutory requirements.
  - (B) Comprehensive Automobile and Truck Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, insuring all motor vehicles used by CARRIER in the performance of this Agreement, whether such vehicles are owned, non-owned, leased, or hired.
  - (C) Cargo Insurance requirements:
    - a. 1-3 Car Hauler: \$150,000
    - b. 4-7 Car Hauler: \$250,000
    - c. 8-10 Car Hauler: \$500,000
2. BROKER shall be named as an Additional Insured on CARRIER's Liability and Auto and Truck Liability Insurance. CARRIER shall deliver to BROKER upon the execution of this Agreement, and whenever reasonably requested by BROKER thereafter, certificates of insurance for each applicable insurer reflecting
  3. the effectiveness of the insurance coverages required, showing BROKER's status as Additional Insured, indicating the amount of any deductible, and providing BROKER with at least 30 days advance written notice of the insurer's intention to cancel or materially change any of the insurance policies. CARRIER agrees to provide true and accurate copies of any of its insurance policies when requested by BROKER.

**Indemnification**

1. CARRIER shall, to the greatest extent permitted by law, indemnify, defend, reimburse, and hold harmless BROKER, its' officers, and employees for any loss, damage, delay, expense, judgment, or settlement, including reasonable attorneys' fees and litigation expenses arising from the following:
  - (A) Any breach of this Agreement by CARRIER.
  - (B) Any injury or death to persons.
  - (C) Any loss, delay, or damage to property, including cargo.
  - (D) Any failure to comply with applicable federal, state, and municipal laws regulation

**Term and Administration**

1. The term of this Agreement shall be for one (1) year beginning on the date of this Agreement and shall automatically renew for successive terms of one (1) year, provided that either party may terminate this Agreement at any time, including during its initial term, by providing thirty (30) days written notice to the other party.
2. CARRIER may not assign, lease, sub-lease, subcontract, delegate, interline, or re-Carrier to any other motor carrier or person its responsibilities for the performance of transportation services pursuant to this Agreement. Notwithstanding the preceding sentence, CARRIER is not prohibited from the use of owner-operators to the extent a valid equipment lease is in place pursuant to 49 C.F.R. 5376.1, and all use of the equipment hereunder is pursuant to CARRIER's operating authority. If CARRIER breaches this provision, BROKER shall have the right of paying the money it owes CARRIER directly to the delivering Carrier, in lieu of payment to CARRIER. Upon BROKER'S payment to delivering Carrier, under this Agreement CARRIER shall be liable for all consequential damages for violation of this provision.
3. All provisions of this Agreement shall survive its termination, cancellation, or expiration.
4. This Agreement may not be modified or amended except in a writing signed by both parties.
5. The parties hereto agree that this Contract shall be construed under the laws of the State of Michigan.
6. The parties hereto further agree that proper venue for the purpose of resolving any disputes between the parties shall be exclusively in the Michigan state courts or the U.S. District Court whose jurisdiction covers Michigan. Any litigation between the parties shall be limited to such venue(s).
7. Should BROKER initiate litigation against CARRIER to enforce any term or provision of this Agreement, then BROKER shall be entitled to recover from CARRIER, in addition to any other damages and relief, its reasonably incurred attorneys' fees and litigation costs.

**BROKER:**

**SBS Transportation LLC**

By: \_\_\_\_\_

**CARRIER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Payment Terms

1. Email Carrier's invoice to Broker at [receivables.sbs@gmail.com](mailto:receivables.sbs@gmail.com). Do not use the dispatch sheet as the bill of lading/delivery receipt.
2. Must use SBS ePOD or SBS bill of lading form, if approved by SBS in case of SBS App malfunctioning, and have it signed at point of pickup and again upon delivery.
3. Must take 4 photos of all vehicles at pick up and drop, failure to provide photos will result in 5% pay deduction
4. Must take clear photo of LOADED truck, to include truck signage and entire load, failure to provide clear photo, 5% rate deduction
5. Failure to use SBS ePOD application will result in 10% deduction of the rate
6. All paperwork must show order ID #, and must list year, make, model, mileage the last 8 characters on the vin # of each vehicle on the shipment.
7. If Vin # is not provided on Broker dispatch sheet, Driver MUST note the last 8 characters and include it on the bill of lading.
8. By default, Broker will make payment with a company check. Carrier will invoice Broker and Broker will pay Carrier as soon as all requirements are met and paperwork is received.
9. Carrier is not to discuss rates with Broker's customers.
10. Driver must NEVER seek or accept COD payment at point of delivery unless specifically instructed in writing to do so.
11. Carrier agrees that all vehicles will be hauled on their insured and licensed equipment. Carrier agrees that re-brokering of any move contracted with Broker will result in non-payment.

### STI POLICY

NO STI OR AFTER HOURS DELIVERY WITHOUT WRITTEN APPROVAL FROM SBS

1st STI: 5% off total load rate

2nd STI: 10% off total load rate

3rd STI: 25% off total load rate and loss of ability to haul SBS freight

---

### Types of Payments SBS Offers

**Payments will only be authorized with clean signed delivery paperwork, failure to obtain signatures and printed names will delay payment**

**ALL OEM CONTRACT LOADS ARE SUBJECT TO 30 DAY PAY**

- Option 1: E-Check - Net 30 days - full pay**
- Option 2: ACH /Direct Deposit - Net 5 days- at 5% surcharge**
- Option 3: ACH/Direct Deposit - Net 30 days - full pay**

***\*Please select only one option above. For Option 3 or Option 4 fill out info below:***

COMPANY NAME: \_\_\_\_\_

BANK NAME: \_\_\_\_\_

ROUTING #: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

TYPE OF ACCOUNT (CHECKING / SAVINGS): \_\_\_\_\_