

Our mission is to strategically and efficiently link the world of logistics from the shipper, to the carrier and finally to the customer in real time.



Load Drive Drop Logistics, LLC



MC# 1603799

1315 3rd Street  
Cincinnati, OH 45215  
513-554-0476  
loads@ldd513.com







8. BROKER AND CARRIER understand this Agreement does not bind the respective parties to mutually exclusive services to each other, and that **Broker** may enter into similar agreements with other carriers, and **Carrier** may enter into similar contract carriage agreement with other brokers and/or shippers.

9. BROKER shall diligently solicit, obtain and maintain shipping customers having freight traffic shipments in need of transportation, and shall tender freight traffic shipments to **Carrier** for transportation, and **Carrier** shall transport by motor vehicle from and to such points between which service may be required, such as quantities of authorized commodities as **Broker** may require without delay, subject to the availability of suitable equipment for the traffic tendered and the specific shipment instructions, all in accordance with the terms and conditions of this **Agreement**.

### **BROKER'S OBLIGATIONS**

10. BROKER shall tender a series of at least three (3) shipments of freight per year to Carrier for transport on a continuing basis during each year this Agreement remains in effect.

11. BROKER shall pay **Carrier** for the transportation of freight under this Agreement, in accordance with contract rates, not later than thirty (30) days from the receipt by **Broker** of **Carrier's** invoice covering such transportation, subject to the provisions contained in Paragraph (21).

12. CARRIER shall provide transportation for the tendered freight and shall bill all charges for transportation services directly to **Broker**. **Carrier** shall provide Broker with original signed bills of lading and delivery receipts as evidence of such services.

13. CARRIER shall furnish, when capabilities are developed, via electronic data interchange (EDI), periodic transmissions of data elements on each shipment and receipt in format specified by the U.S. Electronic Data Interchange Standards published by the Transportation Data Coordinating Committee, or its successors, as well as similar data elements for automated payment of freight bills

14. CARRIER shall issue a Uniform Straight Bill of Lading in its own name, and shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in possession or control of **Carrier** under its terms, provided however, where the terms and conditions specified in this **Agreement** conflict with those in the Uniform Straight Bill of Lading, the terms and conditions specified in this **Agreement** shall prevail. All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the ICC as published in 49 C.F.R. Part 1005. The liability under this **Agreement** shall be for the full value

of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs.

15. CARRIER shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **Carrier** shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this **Agreement**, but in no event in an amount less than \$100,000.00 per shipment, to compensate **Broker**,



consignor or consignee for any and all loss or damage to property which was placed in possession or control of **Carrier** in connection with transportation services under this **Agreement**. **Carrier** shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **Agreement**, but in no event in amounts less than those prescribed by applicable statutes and regulations of the STB and Department of Transportation (DOT). **Carrier** shall maintain workers' compensation coverage for all personnel employed by **Carrier** in connection with its transportation operations and services under this **Agreement**. **Carrier's** cargo and liability insurance shall comply with STB and DOT requirements in all respects and shall be in form required by 49 C.F.R. Part 13906(a), with no exclusions or restrictions which would not be accepted by the STB for a filing under the statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation. **Carrier** agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **Broker** upon request, copies of insurance policies and Standard Certificate(s) of insurance for both the cargo and the liability risks and **Carrier** shall instruct its insurance carrier to give **Broker** twenty (20) days written notice of any modification or termination of such insurance policies.

16. CARRIER shall defend and hold **Broker** harmless from, and indemnify **Broker** for any and all liability or claims for loss or damage to any freight in the possession and/or control of **Carrier** in connection with transportation under this **Agreement**, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omissions of **Carrier** its employees, independent contractors or agents in providing transportation under this **Agreement**. **Carrier's** obligation under this **Agreement** shall include liability for payment of any and all costs and/or fees incurred by **Broker** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this **Agreement**. **Carrier** agrees that its obligation to defend, indemnify and hold harmless the **Broker** from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **Agreement** shall survive any termination of this **Agreement**.

17. CARRIER, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in clean condition, good repair and working order. **Carrier**, at its sole cost and expense, shall employ for its services hereunder only competent and properly licensed personnel who shall be well trained in the care, safety and response procedures applicable to shipments being handled and transported. Without the prior written consent of **Broker**, **Carrier** shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation.

18. CARRIER shall comply with all applicable STB and DOT regulations as well as all other federal and state laws, regulations and ordinances applicable to the operations of a motor carrier.

19. If requested, CARRIER is required to accept and respond to tracking. Failure to do so could result in a fee.

20. Double brokered loads automatically break contract. **Loads that are Double Brokered WILL NOT BE PAID**



21. BOLs need to be submitted within 24hrs upon completion of delivery. Failure to do so, could result in a fee.

22. The relationship of BROKER to the CARRIER shall at all times, be that of an independent contractor. This AGREEMENT shall remain in effect for a period of one (1) year, and from year to year thereafter, subject to the right of either party herein to terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party or the other.

**Broker**

A handwritten signature in blue ink, appearing to read "Steve Fletcher", is written over a light blue horizontal line.

Steve Fletcher  
Load Drive Drop, LLC

**Carrier**

 Name: \_\_\_\_\_

 Initial: \_\_\_\_\_

 Phone #: \_\_\_\_\_

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

