

# New Shipper Set-Up Packet

“At E-Lane Freight, we’re your trusted connection to the world of logistics, delivering comprehensive hauling solutions for all your freight needs. We’re committed to providing exceptional customer service while ensuring every load is handled with proficiency, timeliness, and safety. Join the E-Lane Freight movement and experience logistics done right!

E-Lane Freight Services LLC is always ready to optimize your transportation and shipping processes. Available 24/7, 365 days a year, we’re just a phone call away!

Looking forward to driving success together!”

## **Please complete and return:**

- Shipper Profile
- Shipper Agreement (please fill out completely and sign)

## **Please keep for your records:**

- E-Lane Freight Services LLC Company Profile
- E-Lane Freight Services LLC W9
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For your convenience, documentation can be emailed to [officetx@e-lanefreightservices.com](mailto:officetx@e-lanefreightservices.com) with the subject “New Shipper Setup.” You can also mail documentation to the below address:

E-Lane Freight Services LLC  
3626 N HALL ST  
DALLAS TX 75219

### Accounting Contact

Elizabeth Bryant  
E-Lane Freight Services LLC  
Accounting @ [e-lanefreightservices.com](mailto:officetx@e-lanefreightservices.com)  
833.239.6513 x 2

**We look forward to working with you!**

New Shipper Set-Up Packet Contents:

Intro/Setup Page

E-Lane Freight Services LLC Company Information

Shipper Profile

Transportation Provider-Shipper Agreement

E-Lane Freight Services LLC W9

E-Lane Freight Services LLC FMCSA Authority

E-Lane Freight Services LLC Surety Bond Certificate

# E-Lane Freight Services LLC Company Profile



E-Lane Freight Services LLC  
c/o Elizabeth Bryant  
3626 N HALL ST  
DALLAS, TX 75219  
Ph: 972-663-5074

**DOCUMENTATION VIA EMAIL:**

[info@e-lanefreightservices.com](mailto:info@e-lanefreightservices.com) or [officetx@e-lanefreightservices.com](mailto:officetx@e-lanefreightservices.com)

Website

<https://www.e-lanefreightservices.com>

**Surety**

Pacific Financial Association, Inc.  
22601 N. 19th Avenue Suite 202  
Phoenix, AZ. 85027  
P: (623) 209-2600  
F: (623) 209-2630 or 2610

# Shipper Profile

Date: [Redacted]

Company Name: [Redacted]

Address: [Redacted]

[Redacted]

Phone: [Redacted]

Contact Name: [Redacted]

Title: [Redacted]

Email: [Redacted]

Address (if different): [Redacted]

[Redacted]

Phone: (if different): [Redacted]

## *If Different*

AP Contact: [Redacted]

Email: [Redacted]

Phone: [Redacted]

# Transportation Provider-Shipper Agreement



THIS AGREEMENT, "Agreement", made and intended to be effective \_\_\_\_\_, by and between E-Lane Freight Services LLC, having offices at 3626 N HALL ST DALLAS TX 75219, and \_\_\_\_\_ having offices at \_\_\_\_\_ (CUSTOMER), collectively, the "PARTIES".

## RECITALS

**A. WHEREAS** TRANSPORTATION PROVIDER is licensed as a Property Transportation Provider by the Federal Motor Carrier Safety Administration (FMCSA) under permit MC-1172192, or by appropriate State agencies, and as a licensed Transportation Provider, arranges for freight transportation. A copy of TRANSPORTATION PROVIDER's authority and a copy of TRANSPORTATION PROVIDER's Surety Bond or trust fund agreement will be provided on request of CUSTOMER; and

**B. WHEREAS** CUSTOMER, to satisfy some of its transportation needs, desires to utilize the services of TRANSPORTATION PROVIDER to arrange for transportation of CUSTOMER's freight.

NOW THEREFORE, intending to be legally bound, TRANSPORTATION PROVIDER 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.** TRANSPORTATION PROVIDER agrees to arrange for 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 Transportation Providerage of the freight covered by this Agreement.

TRANSPORTATION PROVIDER'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.

**3. VOLUME.**

A. CUSTOMER agrees to tender certain shipments to TRANSPORTATION PROVIDER, and  
TRANSPORTATION PROVIDER agrees

to arrange for the transportation of said shipments. CUSTOMER is not restricted from  
tendering freight directly to motor carriers or other freight Transportation Providers.

TRANSPORTATION PROVIDER is not restricted from arranging transportation for other parties.

B. CUSTOMER shall be responsible to TRANSPORTATION PROVIDER for timely and accurate delivery  
instructions and description of the cargo, including any special handling  
requirements, for any shipment.

4. **FREIGHT CARRIAGE.** TRANSPORTATION PROVIDER warrants that it has entered into, or will enter into,  
bilateral contracts with each carrier it utilizes in the performance of this Agreement. TRANSPORTATION  
PROVIDER 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:

General Liability/Property Damage - \$1,000,000

Auto Liability - \$1,000,000/\$5,000,000 for  
hazardous materials

Cargo Liability - \$100,000

Worker's Compensation – as required by law.

TRANSPORTATION PROVIDER shall verify that each carrier it utilizes in the performance of this  
Agreement has

insurance coverage as defined above.

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 TRANSPORTATION PROVIDER to invoice CUSTOMER for services provided by the

Carrier. Carrier shall further agree that TRANSPORTATION PROVIDER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or TRANSPORTATION PROVIDER's customer.

E. Carrier shall agree that, at no time during the term of its contract with TRANSPORTATION PROVIDER, 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 TRANSPORTATION PROVIDER.

TRANSPORTATION PROVIDER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. TRANSPORTATION PROVIDER will require additional investigation if Carrier receives a conditional rating.

F. Carrier shall agree that the terms and conditions of its contract with TRANSPORTATION PROVIDER shall

apply on all shipments it handles for TRANSPORTATION PROVIDER. 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 BILLS OF LADING.** If requested by CUSTOMER, TRANSPORTATION PROVIDER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by CUSTOMER. CUSTOMER's insertion of TRANSPORTATION PROVIDER's name on the bill of lading shall be for CUSTOMER convenience only and shall not change TRANSPORTATION PROVIDER's status as a property Transportation Provider. CUSTOMER understands that even when, for CUSTOMER's convenience, TRANSPORTATION PROVIDER is listed on the bill of lading, TRANSPORTATION PROVIDER is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by TRANSPORTATION PROVIDER or carrier selected by TRANSPORTATION PROVIDER may not supplement, alter, or modify the terms of this Agreement.

6. **PAYMENTS.** TRANSPORTATION PROVIDER 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  
TRANSPORTATION PROVIDER'S website (<https://www.e-lanefreightservices.com>), 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 TRANSPORTATION PROVIDER's invoice to CUSTOMER and CUSTOMER's payment to TRANSPORTATION PROVIDER. CUSTOMER [REDACTED]

agrees to pay TRANSPORTATION PROVIDER's invoice within [REDACTED] days of invoice date, **upon approved credit**, without deduction or setoff. If no such credit for Shipper is established, CUSTOMER agrees to pay TRANSPORTATION PROVIDER invoiced amount. TRANSPORTATION PROVIDER 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 TRANSPORTATION PROVIDER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and TRANSPORTATION PROVIDER 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 TRANSPORTATION PROVIDER 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 TRANSPORTATION PROVIDER in a Court of Law within two (2) years from the date the carrier or TRANSPORTATION PROVIDER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by TRANSPORTATION PROVIDER shall agree in writing with TRANSPORTATION PROVIDER to be liable for cargo loss or damage as outlined in paragraph 4.b above. TRANSPORTATION PROVIDER's and carriers' cargo liability for any one shipment shall not exceed \$100,000, unless TRANSPORTATION PROVIDER is notified by CUSTOMER of the increased value prior to shipment pickup and with reasonable advance notice to allow TRANSPORTATION PROVIDER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the TRANSPORTATION PROVIDER is not a Carrier and that the TRANSPORTATION PROVIDER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER 's property unless caused by TRANSPORTATION PROVIDER's negligent acts or omissions in arranging for transportation of CUSTOMER's freight pursuant to this

Agreement. TRANSPORTATION PROVIDER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by TRANSPORTATION PROVIDER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to TRANSPORTATION PROVIDER so as to allow TRANSPORTATION PROVIDER to subrogate its loss. In no event shall TRANSPORTATION PROVIDER or TRANSPORTATION PROVIDER'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 TRANSPORTATION PROVIDER in written or electronic form, prior to or when tendering a shipment or series of

shipments to TRANSPORTATION PROVIDER, of the potential nature, type and approximate value of such damages, and TRANSPORTATION PROVIDER 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. **SURETY BOND.** TRANSPORTATION PROVIDER shall maintain a surety bond or trust fund agreement in the amount of

\$75,000 and furnish CUSTOMER with proof upon request.

9. **HAZARDOUS MATERIALS.** CUSTOMER and TRANSPORTATION PROVIDER 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 TRANSPORTATION PROVIDER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold TRANSPORTATION PROVIDER 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.

10. **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 TRANSPORTATION PROVIDER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER within 30 days of termination of this agreement.

11. **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.

12. **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.

13. **INDEPENDENT CONTRACTOR.** It is understood between TRANSPORTATION PROVIDER and CUSTOMER

that TRANSPORTATION PROVIDER 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 TRANSPORTATION PROVIDER, its operations, employees, or carriers.

14. **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.

15. **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:

(TRANSPORTATION PROVIDER)

E-Lane Freight Services LLC

Attn: Elizabeth Bryant

3626 N HALL ST

DALLAS, TX 75219

Phone: 972-663-5074

(CUSTOMER)

Address:

Signature:

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 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 TRANSPORTATION PROVIDER, 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 Texas 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 Dallas County, Texas, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

19. **CONFIDENTIALITY.** TRANSPORTATION PROVIDER 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. TRANSPORTATION PROVIDER will require its carriers and/or other Transportation Providers to comply with this confidentiality clause.

20. **BACK SOLICITATION.** CUSTOMER shall not solicit the services of TRANSPORTATION PROVIDER's motor carriers where the CUSTOMER's use of such carrier first occurred through the TRANSPORTATION PROVIDER's efforts. If the CUSTOMER breaches this provision of this AGREEMENT, TRANSPORTATION PROVIDER shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent (15%) of the gross revenue from traffic assigned by CUSTOMER to such carrier for a period of fifteen (15) months. CUSTOMER also agrees that the breach of this provision entitles TRANSPORTATION PROVIDER to be entitled to obtain an injunction against CUSTOMER in a court of competent jurisdiction, at TRANSPORTATION PROVIDER's option.

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.

(TRANSPORTATION  
PROVIDER)

E-Lane Freight Services LLC

Attn: Elizabeth Bryant

3626 N HALL ST

DALLAS, TX 75219

Phone: 972-663-5074

(CUSTOMER)

Address

Signature: