

# CARRIER SAFETY QUESTIONNAIRE

Carrier Legal Name: \_\_\_\_\_ MC#: \_\_\_\_\_

Operations Manager: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_ Alt. Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

**1. Does your company follow Safety Laws and DOT Rules and Regulations?**  
(Circle One) Yes or No

**2. What is your safety rating per the FMCSA?**  
(Circle One) Satisfactory Unsatisfactory Conditional None

**3. Person's name within your company that manages your Driver's Logs and follows DOT Procedures?**  
Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE NOTE**

WE WILL **NOT** RELEASE ANY CARRIER PAYMENT UNLESS THIS FORM IS COMPLETED!

**PAYMENT WILL NOT BE RELEASED IF PROFILE IS NOT COMPLETED**  
*By completing our carrier profile you're helping us identify your distinct freight needs*

Company Name: \_\_\_\_\_ MC #: \_\_\_\_\_ SCAC Code: \_\_\_\_\_

Main Address: \_\_\_\_\_

Remit to Address (if different from above): \_\_\_\_\_

Dispatch: ( \_\_\_\_ ) \_\_\_\_\_ Main: ( \_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_ ) \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

Claims Contact: \_\_\_\_\_ Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

Want online access to our available loads? Yes \_\_\_\_ No \_\_\_\_ Email: \_\_\_\_\_

**Please check the states in which your company is looking for coverage**

**UNITED STATES**

AK		CO		GA		KS		MA		MT		NM		OK		SD		VA	
AL		CT		ID		KY		MI		NE		NY		OR		TN		WA	
AR		DE		IL		LA		MN		NV		NC		PA		TX		WV	
AZ		DC		IN		ME		MS		NH		ND		RI		UT		WI	
CA		FL		IA		MD		MO		NJ		OH		SC		VT		WY	

**If you need assistance with back haul lanes, please tell us about your available equipment and any services you offer so we may better serve you.**

Top three Backhaul Lanes needing assistance with (City, ST):

\_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ to \_\_\_\_\_

Is your company C-TPAT Certified? \_\_\_\_ If YES, please provide SVI number \_\_\_\_\_ and fax certification to 716-250-3465.

Is your company HAZMAT Certified? \_\_\_\_ Is your company participating in the U.S. Government EPA Smart Way Program? \_\_\_\_

How do you track your drivers? \_\_\_\_ GPS \_\_\_\_ CELL PHONE \_\_\_\_ OTHER \_\_\_\_ ELD

If GPS, can LDI have access online? \_\_\_\_

**Please fill out the equipment information below**

Total # of Tractors: \_\_\_\_ Total # of Vans: \_\_\_\_ Total # of Reefers: \_\_\_\_ Total # of Flatbeds: \_\_\_\_

**Do you offer any of the following services? (Answer Yes or No)**

Power Only: \_\_\_\_ Satellite Equipped: \_\_\_\_ Team Drivers: \_\_\_\_ Drop Trailer: \_\_\_\_ Expedited: \_\_\_\_ Alcohol Permits: \_\_\_\_

**Van-Equipment Accessories**

E-Trac \_\_\_\_ Heaters \_\_\_\_ Decking \_\_\_\_ Lift Gate \_\_\_\_ Garment \_\_\_\_ Pads/Blanket Wrap \_\_\_\_ Roller Floor \_\_\_\_

## EQUIPMENT INFORMATION BREAKDOWN: NUMBER AND SIZE OF EACH

<b>TOTAL VANS:</b>							
<b>TOTAL REEFERS:</b>							
<b>TOTAL FLATBED:</b>							
<b>TOTAL EXPEDITED:</b>							
<b>TOTAL SPECIALIZED:</b>							
<b>TOTAL OTHER:</b>							

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### VISIT OUR CARRIER PORTAL

Truck Postings, Streamlined Load Searching, Check your Payment Status and other valuable tools and resources *all for free!*

REGISTER NOW

[www.ldicarriers.com/register.aspx](http://www.ldicarriers.com/register.aspx)

If you have any questions in the meantime, please contact our Carrier Development Team at [carrierdev@shipldi.com](mailto:carrierdev@shipldi.com).

### WHY LDI?

Logistic Dynamics is a **First Advantage Gold Book Broker** and an **active TIA member** in good standing. We appreciate all the hard work our carrier partners do and take pride in paying our carriers on-time!

### PAYMENT OPTIONS AND CORRESPONDING EMAILS:

- Quick Pay (PD by Comcheck) is offered by indicating Quick Pay on your invoice, otherwise it is 30 days
- Carrier must fax Invoice, Rate Confirmation, and BOL to Accounting: 716-817-2204.

Standard = Under 30 days (email: [payables@shipldi.com](mailto:payables@shipldi.com))

1-Day Quick Pay = 1 business day less 5% + \$15.00 comcheck fee (email: [quickpay@shipldi.com](mailto:quickpay@shipldi.com))

5-Day Quick Pay = 5 business days less 3% + \$15.00 comcheck fee (email: [quickpay@shipldi.com](mailto:quickpay@shipldi.com))

### FUEL ADVANCE INFORMATION:

- Total advance will be equal to or less than 40% of negotiated rate up to \$2000.00
- There will be a \$15.00 processing fee for each advance given — fee is NOT taken out of the comcheck, but off the final settlement
- The comcheck numbers will be given directly to whoever sends their driver's license to Agent Support
- Agent Support must receive a copy of the BOL signed by driver when loaded, **a clear license and current truck registration before a fuel advance will be given.**
- Fuel Advances are issued on Monday – Friday between 7:00am – 8:00pm EST

# TRANSPORTATION BROKERAGE CONTRACT

A CONTINUING CONTRACT to comply with the Negotiated Rates Act of 1993 & 1995; hereinafter referred to as "the ACT"; for Transportation Services between Logistic Dynamics, Inc., MC - 471231 located at 155 Pineview Drive, Amherst, NY 14228; hereinafter referred to as "The Broker", and FHWA contract Motor Carrier.

Carrier Name: \_\_\_\_\_ MC #: \_\_\_\_\_ DOT #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_ ) \_\_\_\_\_ Zip: \_\_\_\_\_

THIS AGREEMENT made this day of \_\_\_\_\_, 20\_\_\_\_, by and between Logistic Dynamics Inc. and Carrier.

## A. CARRIER REPRESENTS AND WARRANTS THAT IT:

1. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
2. Has valid insurance with the following minimum limits: Public liability of \$1,000,000; property damage of \$1,000,000; cargo damage/loss of \$100,000; workers' compensation with limits required by law. Except for higher limits specified above, the insurance policy complies with minimum requirements of the Federal Motor Carrier Safety Agency and any other applicable regulatory agency. Exclusions in any insurance policy shall not exonerate carrier from liability.
3. Has a "Satisfactory" safety rating issued by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and will notify Broker in writing immediately of any changes in the rating;
4. Is in compliance with all applicable state, federal and local laws related to the provisions of its services and the performance of this Agreement.
5. Shall name Broker as additionally insured and/or certificate holder on cargo and liability insurance accord.
6. Will notify Broker immediately if Carrier's Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if Carrier is sold, or if there is a change in control of Carrier.
7. Will not insert, nor authorize a shipper to insert Broker's name on a Bill of Lading as the shipper or carrier without Broker's express written consent.
8. Will defend, indemnify and hold harmless Broker and its customers harmless from any claims, losses, damages, liability of any kind arising out of the Carrier's performance or violation of any of the terms of this Agreement. Broker reserves the right to control the defense of any such matters, including the right to designate counsel. Broker shall have the right to offset from freight or other charges by Carrier for any claim of loss, damage or delay, or claims for overcharges, duplicate payments or unidentified payments.
9. Agrees not to assign, co-broker, double broker, interline or warehouse shipments hereunder, without prior written consent from Logistic Dynamics, Inc.;
10. Will meet the Distinct Shippers' needs of Brokers' freight;
11. Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstances will Carrier seek payment from the shipper or consignee;
12. Agrees to not back solicit freight shipments of any kind from customers of Broker, when: (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; and/or (b) where the shipments of Broker's customer were tendered to Carrier by the Broker prior to the Carrier's delivery of any freight for said customer. As liquidated damages, Carrier agrees to pay Broker twenty percent (20%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period year following the cancellation of this Agreement. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker related to thereto, including, but not limited to reasonable attorney's fees.

13. Carrier hereby assumes the liability of a motor carrier as provided in 49 U.S.C. 14706 as in effect on the effective date of this Agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the FMCSA as published in the code of Federal Regulations (49 C.F.R. 370). Further, without regard to the provisions of Part 370 carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of carrier to decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of the receipt of the claim shall constitute an admission of liability by the Carrier for the full amount of the claim and such failure may be submitted as evidence of such liability in any court or competent jurisdiction by either Broker or Shipper. The terms of this Agreement shall govern the relationship between the parties and their respective liabilities and responsibilities; the terms, conditions, or provisions of any bill of lading, tariff, or other shipping document utilized by the Carrier or Shipper shall be subject to and subordinate to the terms of this Agreement.
14. Carrier will bill all charges for transportation services directly and exclusively to Broker within one hundred and twenty (120) days of shipment tender date and Carrier shall provide Broker with the bill of lading signed by the shipper and receiver, delivery receipt, and receipts for any applicable accessorial charges. Carrier will cancel all transportation charges due on all shipments that are not billed within this one hundred and twenty (120) day period as noted by the postmark date.

**B. BROKER RESPONSIBILITIES:**

1. Broker agrees to pay Carrier the rate posted on the Fax as Contracted Rate Addendum Pick-up and Rate Confirmation prior to consignment;
2. Broker agrees to pay Carrier for services rendered within 30 days of Brokers' receipt of Carriers' invoice and original proof of delivery (POD);

**C. MISCELLANEOUS**

1. It is understood and agreed that the relationship between Broker and Carrier is that of any independent contractor and that no employer/employee relationship exists, or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent therewith.
2. Either party of this contract may invalidate it with written notice within 24 hours for any reason; otherwise, this is a "Continuing Contract: for transportation.

Logistic Dynamics, Inc  
(Broker)

\_\_\_\_\_  
(Carrier Name)

By: Jad Maouad  
(Printed)

By: \_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Owner/CFO  
(Title)

\_\_\_\_\_  
(Title)