



Apollo Transport Group

**Apollo Transport Group Inc
6671 Las Vegas Blvd Unit 210
Las Vegas, NV 89119**

Phone: (702)505-4944

**MC: 1547026
DOT: 4071728**

Payment Options

- **3.5% Quickpay**

- Get paid within 24-72 hours of providing proof of delivery with a 3.5% processing fee.

- **50% Fuel advance**

- Get paid 50% of line haul with a 5% processing fee. Issued via EFS code.

- **30 Day Standard Pay**

- Get paid within 30 days of submitting a complete invoice.

- **Factoring Company**

- If you have a factoring company, please provide a copy of your NOA.

APOLLO TRANSPORT GROUP INC

BROKER/CARRIER AGREEMENT

6671 LAS VEGAS BLVD S UNIT 210 LAS VEGAS, NV 89119 | TEL: (702) 505-4944

Please be sure to complete all required items thoroughly.

**Failure to do so may result in a delay of setup,
payment or BOTH.**

Send all required forms to cc@apollotransgroup.com

REQUIRED DOCUMENTS

- Completed Broker-Carrier Agreement
- Copy of W-9
- Copy of Motor Carrier Authority Permit
- Copy of Certificate of Insurance with ATG listed as certificate holder

Phone: (702) 505-4944

Email: op@apollotransgroup.com

APOLLO TRANSPORT GROUP INC

BROKER/CARRIER AGREEMENT

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BROKER/CARRIER AGREEMENT

THIS agreement, entered into this _____ day of _____ 20____ between Apollo Transport Group Inc., hereinafter designated as "Broker" and _____, hereinafter designated as "Carrier" witnesseth:

WHEREAS, Carrier is engaged in the transportation of general freights of all kinds (FAK) by motor vehicle as a contract Carrier and desires to transport goods for Broker; and

WHEREAS, to facilitate such transportation and for the convenience in handling such transaction, the parties have agreed to the terms and conditions under which transportation shall be made, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained it is hereby agreed as follows:

(1) GENERAL PROVISIONS:

- (a) Carrier, in its operations hereunder, shall secure all permits, licenses and approvals necessary for the accomplishment of the work to be done hereunder and shall comply fully with all applicable laws, rules, orders and regulation of all governments and agencies thereof, whether federal, state or local, and shall furnish Broker with satisfactory evidence thereof whenever requested to do so. Among other things, Carrier shall provide to Federal Motor Carrier Safety Administration certificate showing Carrier holds contract authority from such commission covering the commodities and transportation routes to which this agreement relates, and Carrier shall give immediate notice to Broker of any cancellation or modification of such authority. When transporting hazardous wastes, substances to or materials pursuant this agreement, Carrier shall comply with all applicable federal, state and local hazardous wastes, substances or materials laws and regulations and shall furnish Broker with satisfactory evidence thereof whenever requested to do so.
- (b) Carrier hereby agrees to deliver for the Broker for transportation, not less than the following amount: one shipment of freight of all kinds (FAK) during a period of one (1) year. The Carrier further agrees, subject to availability and loading tendered for transportation by Broker.
- (c) All such cargo shall be transported hereunder in accordance with this agreement and the provisions of Broker's tariffs or service contracts applicable to such cargo. Cargo shall include any containers in which goods are packed when received by Carrier hereunder.
- (d) This agreement shall not be modified or altered unless in writing, signed by both parties to this agreement.
- (e) This contract shall terminate all previous contracts between the parties hereto relating to the transportation Freight all kinds (FAK) and shall remain in full force and effect for one (1) year from date hereof and from year to year thereafter, subject to the right of termination by either party at any time on thirty (30) days' notice in writing to the other party, and, in the event of such termination at any time other than the end of (1) or more years from date hereof, the minimum provided in paragraph 1 (b) shall be reduced by the proportion the unexpired portion of the years bears to one (1) year.

- (f) It is to be clearly understood and it is the intention of the parties hereto that Carrier shall employ all persons operating trucks hereunder, that such persons shall be and remain the employees of the Carrier, that the Carrier shall be an independent contractor of the Broker and that nothing herein contained shall be construed to be inconsistent with that relation or status.
- (g) It is further to be clearly understood that where the Carrier engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Carrier to the Broker as an independent contractor and shall not establish any relationship or obligation between Broker and any subcontractor. Carrier will continue to be solely responsible for compliance with or performance for any subcontractors actually doing such work and will otherwise defend, indemnify and save harmless the Broker, its agents and servants from any such claims, liabilities, penalties and fines (whether criminal or civil), judgments outlays and expenses (including attorney's fees).
- (h) Carrier shall defend, indemnify and save harmless the Broker, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney's fees) resulting from carrier's failure or the failure of carrier's agents, employees, subcontractors or representatives to comply with any applicable laws and regulations, whether federal, state or local, or property arising out of the performance of this agreement caused by the acts, failure to act or negligence of Carrier, subcontractors, its agent, employees, or representatives.
- (i) Carrier will assume all liability for and will otherwise defend, indemnify and save harmless the Broker, its agents or servants from any and all liabilities, penalties and fines (whether criminal or civil). Judgments, outlays and expenses (including attorney's fees) resulting from any release or discharge of hazardous wastes, substances or materials that occurs during transportation and Carrier will assume all responsibility and liability for cleanup of any release or discharge of hazardous wastes, substances or materials that occurs during transportation and will otherwise defend indemnify and save harmless the Shipper, its agents and servants from any and all liabilities, penalties, and fines (whether criminal or civil), judgments, outlays and expenses (including attorney fees) resulting from the cleanup of any such release or discharge.
- (j) Carrier will defend, indemnify and save harmless the Broker, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil in nature), judgments, outlays and expenses (including attorney's fees) resulting from the Carrier's failure or the failure of Broker's agents, employees, subcontractors or representatives to perform any of the terms, conditions, promises or covenants contained in this contract.
- (k) Broker shall have full responsibility for all payments, benefits, and rights of whatsoever nature to or on behalf of any of its employees and to ensure that its subcontractor shall have the same responsibility.
- (l) It is further agreed by the parties hereto that Carrier is not to display the name of Broker upon or about any of the Carrier's vehicles, without Broker's written consent.
- (m) Any limitation on or exemption from liability in any tariff, receipt, bill of lading, or other document issued by or on behalf of Carrier shall have no legal effect and shall not otherwise apply with respect to shipments tendered by or on behalf of Broker unless specifically agreed in writing by the Carrier. Any limitations on or exemptions from liability contained in a Carrier's tariff, receipt, bill of lading, or other document issued in conjunction with a specific shipment moving under this Contract shall have no legal effect and shall not otherwise be applicable to such shipments.

2. RECEIPTS OF GOODS:

- (a) Carrier agrees, upon receipt from Broker of such quantities of Broker's goods as may be tendered from time to time under this agreement by Broker or by a third party on behalf of Broker to give Broker a written receipt thereof, which shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted upon the face of such receipt; and, in the case of transportation of hazardous wastes, substances

or materials such written receipt shall be prima facie evidence of receipt of such wastes, substances or materials in a condition and manner which complies with all applicable laws and regulations, whether federal, state or local. In the event that Carrier elects to use a tariff, bill of lading, manifest or other form of freight receipt or contract, any terms, conditions and provisions of such bill of lading, manifest or other form shall be subject and subordinate to the terms, conditions and provisions of this Agreement, and in the event of a conflict between the terms, conditions and provisions of such tariff, bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of this Agreement shall govern.

- (b) Carrier agrees to take signed receipts upon forms satisfactory to Broker from all persons to whom deliveries shall be made, which receipts shall be retained by Carrier for at least two (2) years and shall be available for inspection and use of Shipper.

3. CARE AND CUSTODY OF MERCHANDISE:

Carrier hereby assume the liability of an insurer of the prompt and safe transportation of all goods entrusted to its care, and shall be responsible to Broker for all loss or damage of whatever kind and nature and howsoever, caused to any and all goods entrusted to Carrier hereunder occurring, while same remains in the care, custody or control of Carrier or to any other persons to whom the Carrier may have entrusted said goods and before said goods are delivered as herein provided or returned to Broker.

4. INSURANCE:

- (a) Carrier agrees to be a motor Broker member in good standing in the Uniform Intermodal Interchange Agreement (UIIA). Carrier further agrees to comply with the insurance requirements of the Federal Motor Carrier Safety Administration and the states through which the Carrier operates. Carrier's insurance coverage shall, at a minimum, comply with the minimum requirements of APOLLO TRANSPORT GROUP INC. as stated in the UIIA.
- (b) The Carrier agrees to carry cargo, personal injury, death, equipment and general insurance and will promptly reimburse Broker for the value of any goods (including containers) lost or destroyed during the period of Carrier's responsibility under clause (3) (a). All such insurance shall name APOLLO TRANSPORT GROUP INC., as additional insured. Any and all claims and damages throughout entire transit from pickup to delivery is the sole responsibility of the Carrier in which owner operator gives Broker full rights to forward all claims to Carriers insurance.
- (c) The Carrier agrees to provide the UIIA with appropriate certification and a copy of each policy of insurance and renewals thereof or other satisfactory evidence that Carrier has obtained insurance in compliance with the requirements and terms of this agreement.
- (d) The Carrier will arrange with its broker and/or insurance Broker(s) that notice of coverage and limits will be sent directly to the UIIA, as well and cancellation notices and amendments to coverage(s).

5. ASSIGNMENTS:

This contract cannot be assigned or reassigned by Carrier without the written consent of Broker.

6. COMPENSATION, COMMODITIES, TERRITORY:

- (a) Acceptable rates and charges, rules and regulations, the commodities to be transported, and the points from and to which they shall be transported, are to be furnished the Broker, the Federal Motor Carrier Safety Administration and other regulatory bodies as may be required, as set forth in the rate schedule attached hereto and made a part hereof. Broker agrees to pay Carrier as full compensation for services to be performed by

Broker under said rules and regulations the rates and charges set forth in the rate schedule, within sixty (60) days of invoice date.

(b) This agreement is to become effective upon signature by Broker and Carrier.

7. CONFIDENTIALITY:

Carrier shall treat as confidential and not to disclose to third parties. The terms of this agreement or any information concerning the Broker’s business including information regarding suppliers, products and customers without in each instance obtaining Broker’s written consent in advance.

8. NOTICES:

All notices given pursuant to this agreement shall be given in writing by certified or registered mail, return receipt requested, and addressed as directed by the parties from time to time.

Broker: APOLLO TRANSPORT GROUP INC.
6671 LAS VEGAS BLVD S UNIT 210
LAS VEGAS, NV 89119
MC: 1547026
DOT: 4071728

9. APPLICABLE LAW:

To the extent state law applies, this agreement shall be governed by and interpreted in accordance with the laws of the state of NEVADA.

Quick Pay – Your payment will be issued upon receipt of clean and legible Bills of Ladings, not including Saturday, Sunday, or bank holidays. There will be a 3.5% quick pay fee of the gross amount of the load.

BROKER

CARRIER

For: _____

For: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

PHONE: _____

EMAIL: _____

APOLLO TRANSPORT GROUP INC

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ADDITIONAL INSURANCE

New Carriers must add Apollo Transport Group Inc. as an additional insured party and or entity. The Carrier shall and will not transport, haul, book, ship, receive or accept any loads tendered before Apollo Transport Group Inc. is made an additional insured party and or entity of Carriers insurance policy. Doing so will result in immediate termination of contract and Apollo Transport Group Inc. will be exempt from any and all claims made by any party and or entity of Carrier's cargo insurance.

Please use the information below when adding Apollo Transport Group Inc. as a certificate holder.

Apollo Transport Group, Inc.
6671 Las Vegas Blvd S Unit 210
Las Vegas, NV 89119

TEL: (702) 505-4944

APOLLO TRANSPORT GROUP INC.

CARRIER

Date

Date