



P. O. Box 938, Cabool, MO 65689

tel: 417-962-0216 fax: 417-962-0217

NEW CARRIER PACKET

Thank you for your interest in contracting with Three Circle Logistics. Please provide the following documentation so that we may set you up as a carrier. **YOUR TRUCK CANNOT BE DISPATCHED UNTIL ALL DOCUMENTS ARE RECEIVED.**

1. ICC/OPERATING AUTHORITY (FMCSA Certificate or State permit)
2. INSURANCE CERTIFICATE FROM YOUR INSURANCE COMPANY
Insurance Certificate must:
 1. list Three Circle Logistics LLC as Certificate Holder;
 2. include coverage for auto liability, cargo liability and general liability;
 3. include Workers compensation, if applicable.
3. SIGNED BROKER-CARRIER AGREEMENT
4. COMPLETED W-9 FORM (CANADA W-8)
5. COMPLETED CARRIER PROFILE

****FAX OR E-MAIL ALL REQUIRED DOCUMENTS TO****

FAX: 417-962-0217

Or

E-Mail: admin@threecirclelogistics.com

Please visit our website to view all available loads: www.threecirclelogistics.com





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CARRIER PROFILE

CARRIER NAME: _____

Owner: _____
(if sole proprietor)

MC No: _____ DOT No: _____

Fed ID No: _____

Address: _____
mailing

Remit to: _____

Address: _____
remittance address (if not the same as mailing address)

Dispatch Contact: _____

PHONE NOS: _____
Day _____ After Hours/Cell _____

_____ Fax

E-Mail: _____ Website: _____

INSURANCE CO: _____ PHONE NO: _____

<u>EQUIPMENT</u>	<u>LENGTH</u>	<u>QTY</u>
FLATBED	_____	_____
STEP DECK	_____	_____
VAN	_____	_____
REEFER	_____	_____
DOUBLE DROP	_____	_____
RGN	_____	_____
OTHER	_____	_____

AREAS OF SPECIALIZATION, PREFERRED LANES:

On which load board did you find this load?

ITS ___ **GetLoaded** ___ **DAT/Truckers Edge** ___ **Other** _____ **MISC COMMENTS:**



BROKER - CARRIER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 20____, by and between Three Circle Logistics LLC ("BROKER"), a Registered Property Broker, Lic. No. MC-585474, and _____, a Registered Motor Carrier, Permit/Certificate No. MC-_____ ("CARRIER"); collectively, the "Parties." ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

WHEREAS, BROKER desires to utilize the services of CARRIER for the transportation of goods owned or shipped by its customers, and CARRIER desires to obtain transportation jobs through BROKER.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent, and warrant as follows:

1. CARRIER agrees to transport Goods, from time to time, in accordance with the terms of a Load Confirmation Sheet. CARRIER agrees to load and deliver the Goods on the dates indicated on each Load Confirmation Sheet. CARRIER agrees to provide and meet the equipment requirements set forth (if any) in each Load Confirmation Sheet.
2. CARRIER agrees that the bill of lading shall note that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as a broker.
3. CARRIER agrees to maintain satisfactory U.S. DOT safety ratings and is otherwise unauthorized to provide the proposed services. CARRIER agrees to comply with all applicable federal, state, and local laws, including, but not limited to, transportation of Hazardous Materials, Drug and Alcohol testing, Driver Qualifications, Hours of Service, Vehicle Inspection, and Repair. Carrier agrees not to double broker any load.
4. BROKER shall pay CARRIER compensation for services rendered as agreed upon by the parties prior to the performance of any service by CARRIER and in accordance with a schedule of rates and charges, freight bill or other documents, which amount shall be known as the "Agreed Rate" and shall be set forth on the Load Confirmation Sheet for each load. The Agreed Rate shall be the amount to be paid by BROKER. If the CARRIER disputes the accuracy of the Agreed Rate on the Load Confirmation Sheet, the CARRIER must notify BROKER prior to dispatching its driver. Once the CARRIER'S driver is dispatched, the terms set forth on the Rate Confirmation Sheet shall become the terms applicable to said shipment.
5. Except as otherwise provided, BROKER shall pay CARRIER'S invoice(s) within twenty-one (21) days after BROKER receives from CARRIER the bill of lading and proof of delivery.



6. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.
7. CARRIER'S liability shall begin at the time the Goods are loaded on CARRIER'S equipment, and shall continue until the Goods are delivered to the party designated and at the location shown on the Load Confirmation Sheet.
8. The parties acknowledge that Federal Law means any and all provisions of the United States Code including, but not limited to those contained in Title 49 thereof relating to motor carrier transportation services, shipments, freight brokers and including but not limited to the Motor Carrier Act of 1980 (as such Act is thereafter amended or modified) and including all rules, regulations and other provisions including but not limited to those provisions set forth in Title 49 of the Code of Federal Regulations, as such rules and regulations are hereafter amended.
9. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which CARRIER provides the transportation and related services as specified in load confirmation communications received from BROKER. CARRIER agrees to carry, keep, and maintain at its own expense the following insurance:
- a. All risk cargo insurance on all property transported and public liability insurance on all motor vehicles used in transporting property under this agreement.
 - b. (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence.



- c. CARRIER shall furnish BROKER with Certificate(s) of Insurance evidencing this insurance and naming BROKER as a certificate holder, providing thirty (30) days advance written notice of cancellation or termination. Unless otherwise agreed, limits are subject to the following minimums: Public liability, motor vehicle liability (including hired and non-owned vehicles), property damage and personal injury liability, \$1,000,000.00; cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.
10. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
11. As a condition precedent to recovery, any claim against BROKER arising out of this contract or the shipment of the Goods must be made in writing and delivered to BROKER at least thirty (30) days prior to the filing of any suit. Any suit for the recovery of shipping, charges, or any suit arising out of or relating to the terms of this Agreement or the Goods must be filed in Texas County, Missouri, the county of venue and of BROKER'S principal place of business. This Agreement and any disputes arising hereunder shall be interpreted and enforced in accordance with the laws of the State of Missouri and applicable Federal Law.
12. CARRIER agrees to reasonably cooperate with BROKER and/or the Owner and to take whatever actions are reasonably necessary to handle, file, process, adjust and/or present any claim for loss or damage to the CARRIER'S insurer and to further handle, process, and present any and all claims necessary in accordance with Federal Law.
13. BROKER will advise CARRIER, at the time of tender of each shipment, of the hazardous nature of any property being tendered and of any unique or unusual transportation requirements known to BROKER.
14. BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
15. CARRIER will not re-broker, assign, or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER'S payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement.



16. CARRIER agrees to maintain daily contact by phone to keep BROKER advised of the location of the Goods and any circumstances which might prevent the CARRIER from accomplishing timely and safe delivery as agreed.
17. It is understood and agreed that the relationship between BROKER and CARRIER is that of 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 with this provision. CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
18. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of one (1) year following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
19. This Agreement may not be amended, assigned, or transferred by BROKER or CARRIER except by mutual written agreement.
20. This agreement shall be effective on the date of execution and shall remain in effect until such time as either party cancels or terminates this Agreement in writing by providing written notice to the other party at least thirty (30) days in advance.
21. Any notices, demands, or other communications delivered or tendered under this Agreement shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid, or by confirmed (electronically acknowledged on paper) fax.
22. Unless otherwise agreed in writing, this Agreement, together with each Load Confirmation Sheet, contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.
23. Should either party sue or arbitrate disputes arising from this Agreement, the prevailing party shall be entitled to recover its expert fees, collection costs, attorney's fees and court/arbitration costs, including fees and costs incurred on appeal.



IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

CARRIER

THREE CIRCLE LOGISTICS LLC

Kathy King
Signature

Signature

Kathy King, President
Printed Name & Title

Printed Name & Title

P. O. Box 938
Cabool, MO 65689

Company Address:

Phone: _____

Fax No: _____



P. O. Box 238, Cabool, MO 65689

tel: 417-962-0216 fax: 417-962-0217

E-Mail: accounting@threecirclelogistics.com

PLEASE FOLLOW INVOICE INSTRUCTIONS TO INSURE PROMPT PAYMENT

All shipments brokered by Three Circle Logistics LLC must be billed to:

**Three Circle Logistics LLC
P. O. Box 938
Cabool, MO 65689**

Invoices are paid promptly at or before Net 21 upon receipt of bills.

The following must be submitted to Three Circle Logistics within two weeks following delivery of each shipment. Fax or E-mail is acceptable providing bills are clean and legible; however, if we receive your invoice and the bill of lading is not a good, clear copy, it may delay payment.

1. Carrier's freight bill – **must include Load/Pro Number**
2. Clean copy of Bill of Lading/POD – **MUST INCLUDE PROPER SIGNATURES**
3. Signed Load Confirmation



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E-Mail: accounting@threecirclelogistics.com

THREE CIRCLE LOGISTICS OFFERS ACH PAYMENT

If you wish to take advantage of this service (at no additional charge) please provide the following:

Name of Bank _____

Routing/ABA Number _____

Name on Account _____

Account Number _____

e-Mail for Remittance Advice _____



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e-mail: accounting@threecirclelogistics.com

QUICK PAY AGREEMENT

Quick Pay is available for a fee of **five percent (5%)** deducted from the invoice. Three Circle Logistics agrees to issue payment within two (2) working days upon receipt of required paperwork, providing all services were performed pursuant to the terms of the Broker-Carrier Agreement and Load Confirmation and without loss or damage. A fax is acceptable but must be clean and legible.

QUICK PAY AUTHORIZATION

The undersigned hereby requests that Three Circle Logistics issue Quick Pay settlement and authorizes the deduction of five percent (5%) of the gross invoice amount to cover Quick Pay processing.

Load # & Invoice #

Signature

Title

Printed Name

Date

Carrier Name

Address

Telephone



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Cabool, MO 65689
Tel: 417-962-0216
Fax: 417-962-0217
www.threecirclelogistics.com

THREE CIRCLE LOGISTICS, LLC

Mailing Address:

P. O. Box 938
Cabool, MO 65689

Physical Location:

348-D Ozark Street
Cabool, MO 65689

MC #585474
EIN 20-5992502

Three Circle Logistics, LLC has been in business since December 2006. We appreciate and value our carriers and will always conduct our business in a professional and ethical manner.

Bank Information: Landmark Bank
800 Ozark Street
Cabool, MO 65689
Phone: 417-962-0002

Carrier References:

R & R Transportation, Inc.
Audubon, MN
800-683-0519

Nebraska Atlantic Transportation, Inc.
La Vista, NE
402-332-0200

IG Transportation Inc
Arlington Heights, IL
847-929-4487

Leeser TX
Palmyra, MO
800-325-8134

J. A. Hammonds Trucking Inc
Grand Forks, ND
701-775-8303

W L Transport, Inc.
Jonesboro, AR
870-275-7120

Kathy King

M. Kathy King
President



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
December 28, 2006

LICENSE

MC-585474-B

THREE CIRCLE LOGISTICS LLC
MOUNTAIN GROVE, MO

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief
Information Systems Division

BPO

◆ Diamond Broker Program



ITS
*Financial
Services*

Three Circle Logistics, LLC

Is a participating member of the

Truckstop.com Diamond Broker Program

Meeting all performance, credit and bonding requirements



Valid through August of 2022 – MC 585474