

# LUCAM LOGISTICS

LINKING LOADS TO CARRIERS



1315 3RD STREET  
CINCINNATI, OHIO 45215

513-769-7243

[www.lucam.net](http://www.lucam.net)

drive @lucam.net



# LUCAM LOGISTICS

## BROKER CARRIER AGREEMENT

AGREEMENT: made this day of \_\_\_\_\_, shall govern the services provided by **LuCam Logistics LLC**, hereinafter referred to as BROKER, and \_\_\_\_\_, hereinafter referred to as Carrier.

1. BROKER is a licensed broker of property authorized by the Federal Highway Administration, license pursuant to Docket **MC#1317899** (a copy of license and surety bond is attached hereto and made part thereof) to arrange transportation of property for commercial shippers and receivers of property between all points in the United States, and
2. CARRIER, desiring to enter into a contract relationship with BROKER. NOW THEREFORE,
3. BROKER agrees to offer for shipment and CARRIER agrees to arrange for transportation by motor vehicle from and to points which service may be required and such quantities of authorized commodities as the SHIPPER may require.
4. CONTRACTED CARRIER is a motor carrier of property duly authorized by the STB under Permit No. MC# \_\_\_\_\_ to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of General Commodities and holds itself out to the public as such.
5. BROKER, as an independent contractor, serves many shipper customers on a continuing basis which have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, and between the United States, Canada, and/or Mexico which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special credit and payment terms, as well as electronic data interchange (EDI), and for those reasons **Broker**, both derivatively and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier in order to serve the varied, special, distinct and continuing transportation needs of itself and of its several shippers from origins to destinations throughout the United States, Canada and/or Mexico which form an integral part of the **Broker's** customer base.
6. CARRIER recognizes the special, distinct, varying and continuing transportation needs of the Broker and its customer base of shippers, and in order to serve a portion, if not all, of those transportation



needs, **Carrier** desires to provide motor contract carriage to **Broker** under a continuing agreement designed to meet various and special transportation needs of **Broker** and its shipper customers as part of a larger integrated scheme of transportation services arranged by **Broker** between many shipper and carrier customers.

7. CARRIER acknowledges that as a single motor contract carrier it may not be able to reliably and continually serve the broad range of **Broker's** shipper customers' transportation service needs and demands throughout the United States, and in the aggregated multiple motor contract carriage agreements can and do serve all of **Broker's** customer base of shippers, and this Agreement may be one of a number of such continuing agreements..

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 Paragraphs (23) and (24).

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.** The relationship of BROKER to the SHIPPER 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. IN WITNESS WHEREOF, the parties solidify this AGREEMENT made this day of \_\_\_\_\_.

**Broker**

Ryan Guard

Lucam Logistics

Date: \_\_\_\_\_

**Carrier**

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

MC#: \_\_\_\_\_



## CARRIER PROFILE

Date: \_\_\_\_\_

### Company Information

Legal Name (Line 1 on W9): \_\_\_\_\_

DBA Name (Line 2 on W9): \_\_\_\_\_

FID#: \_\_\_\_\_

MC#: \_\_\_\_\_ DOT#: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

# Quick Pay Request

## ACH Direct Deposit Payment

**\*Must be requested before rate confirmation.**

- Up to 3 business days for deposit with a deducted fee of **4%** of agreed rate or \$45.00 minimum
- 7 day deposit with a deducted fee **of 2.5%**
- 30 day pay off invoice from Motor Carrier **(NO FEE)**

This is dependent upon receipt of paperwork in full, signed POD showing no exceptions i.e., overage, shortage, damage, refusal, etc. All charges are subject to change. Please contact our accounting department with any questions you may have.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_