



851 S State RD 434 STE 1070-195 • Altamonte Springs, FL 32714 • P 833-Ship-MTM  
Operations@ShipMTM.com

## VENDOR CHECK LIST

REGISTER

- Your email address to send Rate Confirmation \_\_\_\_\_

Sign

- Sign, Initial, and complete all pages.
- Include your company W-9 & motor carrier authority.
- Please advise your insurance to list us as certificate holder and send with packet.

Complete

- Send completed packet to Operations@ShipMTM.com
- Please note that ALL POD's, BOL's, and INVOICES are to be emailed to MTM International LLC.



Office Use Only

Insurance Added by: \_\_\_\_\_ (Initial)

Approved by: \_\_\_\_\_ (Initial)

\_\_\_\_\_  
Initial above



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<b>Legal Name:</b>	<b>MTM International, LLC</b>
<b>Type of Business:</b>	<b>Fully licensed and insured 3PL/Brokerage</b>
<b>Date of Incorporation:</b>	<b>May 2020</b>
<b>US DOT#:</b>	<b>3435065</b>
<b>MC #:</b>	<b>1114041</b>

**Remittance:**

DO NOT MAIL – Please Email ONLY all POD's, invoices, and BOL's to: [Operations@ShipMTM.com](mailto:Operations@ShipMTM.com)

**References available upon request.**

\_\_\_\_\_  
Initial above



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## Motor Carrier-Broker Agreement

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

\_\_\_\_\_, (the "Carrier"), and MTM International, LLC., (here forth named as the "Broker").

### Background Facts

The following facts constitute the background for this Agreement:

Carrier is a motor carrier operating in interstate or intrastate commerce, pursuant to operating authority issued to it by MC # \_\_\_\_\_, and Broker is a duly licensed motor carrier freight broker, licensed to arrange the transportation of property by License # 1114041. Broker wishes to offer certain freight to Carrier for shipment and Carrier wishes to transport such freight for Broker or Broker's customers ("Shippers") on the terms provided in this Agreement. NOW THEREFORE, in consideration of the mutual benefits to be derived here from, the parties hereto agree that the Background Facts are true and correct and do further agree as follows:

**Shipments Offered.** Broker agrees to offer for shipment and Carrier, subject to the availability of suitable equipment, agrees to transport by motor vehicle from and to such points between which service may be required such quantities of freight ("Freight") as the Broker may require.

**Loss or Damage.** Carrier shall be liable to the Shipper of the Freight for loss and damage of that Freight transported under this Agreement while in the care and custody of the Carrier. Carrier also agrees that, in the transportation of any Freight pursuant to this Agreement, Carrier will assume, and does assume, the liability of an interstate common motor carrier such liability to exist from the time of the receipt of any said goods by Carrier until proper delivery has been made. The Carrier shall be liable for all loss, damage or liability occasioned by transportation of property arranged for by the Broker, while such property is being transported by the Carrier.

**Insurance.** Carrier agrees to carry, keep and maintain at its own expense, cargo insurance on all Freight carried hereunder and public liability on all motor vehicles used in transporting commodities under this agreement, in such amounts as will meet the requirements of federal and state regulatory bodies having jurisdiction. In addition, Carrier shall maintain the following insurance (i) not less than the following limits for the types of insurance indicated: Workers' Compensation Insurance in a statutory amount including Employers' Liability with a \$500,000 or greater policy limit which shall contain a waiver of subrogation in favor of Broker. Automobile Liability Insurance with a \$1,000,000 or greater policy limit combined for bodily injury and property damage which policy shall name Broker as an additional insured, Commercial General Liability with a limit of \$2,000,000 or greater for each occurrence of bodily injury, personal and property damage which policy shall name Broker as an additional insured, which policy shall contain a waiver of subrogation in favor of Broker. Carrier agrees to verify that their cargo insurance has a limit high enough to cover the full value of the item(s) in carrier's possession during transport and carrier will take full responsibility for any claims above and beyond cargo limits. Broker will be listed as certificate holder in each case with a requirement of 30-day notice of cancellation.

**Indemnity.** Carrier agrees to indemnify Broker from any and all liability, damages, losses and/or costs, non-payment for line haul and/or accessorial cost, including attorneys' fees, which Broker may incur as a result of claims by the owner and/or Shipper of the Freight or by the public at large arising out of the use, maintenance or operation of Carrier equipment transporting Freight under this agreement.

**Rates.** Rates for traffic under this agreement shall be agreed to between the parties in writing. Such rates may be changed or amended verbally by mutual agreement in order to meet specific shipping schedules with a faxed or Email notice of agreement signed by the parties to be exchanged between the parties within twenty-four (24) hours after such agreement. The Carrier's freight bill, upon verification and acceptance by Broker, will serve as written confirmation of the actual charges to be paid by Broker.

**Payment Terms.** The Broker shall pay the Carrier for services at the agreed upon Line Haul rate (unless any deductions apply) within the current average days to pay from the later to occur of receipt of the original shipment bill of lading or shipping order, proof of delivery, and the invoice for the agreed upon transportation compensation, or the completion of the Carrier's services to which the invoice relates. Carrier's invoice must be sent to Broker and never to the owner or Shipper of the Freight by email to [Operations@ShipMTM.com](mailto:Operations@ShipMTM.com) within 24 hours of delivery. In the event of a payment dispute, carrier agrees to sign a settlement and/or release agreement outlining the terms of the dispute and how broker agrees to move forward with payment. If carrier refuses to sign, carrier agrees that broker will not pay until terms are agreeable and agreement is signed.

**Defamation, Slander, Libel.** Carrier agrees that they will not, directly, or indirectly, make or ratify any defamatory comments or remarks as defined by law, in writing, orally or electronically, about the broker, customer, shipper, consignee, or any affiliates of any party. The Parties covenant and agree that in no event and under any circumstance, and at no time during the Term of this Agreement or at any time, thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives in writing, orally, and electronically. Carrier agrees to any back charges and/or withholding of payment until any and all defamation, slander, and libel is removed and retracted from any sources and can provide proof of this.

**Detention.** Detention is typically calculated after the first two hours once the carrier has notified broker of delay. Broker must have approval of detention from customer and approval is sent to carrier on a rate confirmation. However, no accessorial charges will be paid if carrier falls into the category of holding a load hostage, extortion, insufficient communication, or excessive delay with pick up or delivery.

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**Truck Ordered Not Used (TONU).** Is calculated when there are extenuating circumstances preventing carrier from loading at fault of the customer, and/or shipment is cancelled by customer and Broker is able to gain approval from customer and send a rate confirmation to carrier stipulating the accessorial charges. However, no accessorial charges will be paid if carrier falls into the category of holding a load hostage, extortion, insufficient communication, or excessive delay.

**Back charges.** Carrier agrees that Broker will back charge carrier for insufficient communication, excessive delay, holding a shipment hostage, extortion (anyway to gain leverage over Broker by holding or threatening to hold the shipment from either returning possession to the pick-up location or to the delivery location). Once a shipment is held hostage, Carrier forfeits any and all monetary payment due or owed to them including any invoices that stem from the initial incident. Carrier has waived any and all possessory liens to the item. It will be solely up to the Broker to determine how much, if any, monetary compensation would be due to Carrier.

**Photo/Video Waiver.** Carrier agrees to grant MTM International, LLC the irrevocable ownership of any photographs and/or video recordings of Carriers company and/or equipment to be used for other websites and in publications, promotional materials, educational materials, derivative works, social media, or for any other similar purpose without compensation to Carrier.

Carrier understands and agrees that such photographs and/or video recordings of Carrier and/or Carrier's equipment may be placed on the Internet. Carrier also understands and agrees that Carrier may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of Carriers company. Carrier waives all rights to approve the final product, and ownership of product. Carrier agrees that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the MTM International, LLC.

**Independent Contractor.** It is mutually agreed that the relationship of Carrier and Broker to each other hereunder is and shall remain solely that of an independent contractor, that Carrier shall and does employ on its own behalf all persons operating motor trucks carrying commodities under this agreement, and that neither party is authorized to act for or in any manner represent itself as an agent of the other or to conduct or enter into any agreement for or on behalf of the other party.

**Regulations.** Carrier is responsible to comply with all DOT regulations as well as state regulations pertaining to motor carriers. Carrier agrees that it will comply with all federal regulations pertaining to qualification of drivers and equipment and with drivers' hours of service and that its operational personnel will perform in a safe manner. Carrier further states that it holds a "satisfactory" rating from the federal Department of Transportation, and it agrees that it will not accept loads from Broker at any time that it holds less than a "satisfactory" rating. It will also notify Broker within twenty-four (24) hours should it lose its "satisfactory" rating, with the understanding that a change in rating may be basis for termination of this Agreement by Broker immediately and without penalty. Carrier will handle each shipment with due diligence in making sure their cargo insurance meets or exceeds the replacement value of the item(s) being transported by carrier.

**Customer Relationship.** CARRIER or any affiliate company of CARRIER (any company or companies owned or share ownership with identical owners or mutual relationships, involved in the movement of freight including but not limited to other trucking companies, freight brokerages, 3PL's, Etc.) will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. Breaking this agreement will result in Carrier paying to Broker 100% of the Revenue billed to customer and Carrier paying all legal fees, including but not limited to attorney's fees and court costs in conjunction with enforcing this agreement.

**Term.** This agreement shall remain in effect for a period of one (1) year from the date hereof and shall automatically renew for additional periods of one year each; either party may terminate agreement. Carrier must mail a letter to Broker addresses as "Carrier Agreement Termination" to "5470 E Busch Blvd STE 449 Temple Terrace FL 33617". The letter must state that carrier is terminating agreement with an effective date. Notwithstanding termination of this Agreement, the terms of Customer Relationship, all monetary obligations, indemnity obligations, freight claim obligations, choice of laws, selection of courts and other obligations which by their nature would survive the termination of this Agreement for two (2) years after date of termination.

#### **Miscellaneous.**

**Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

**Construction.** Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

**Venue; Applicable Law.** The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted solely in the Circuit Court of Orange County Florida, or in the Federal District Court for the Middle District of Florida, and all parties hereto do hereby agree to submit to the exclusive personal jurisdiction of such courts.

**Parties to Agreement; Successors and Assigns.** This agreement will extend to any successors, parent companies, and any affiliated companies, as well as in the event any collections or any third-party companies become involved, they will also become included parties based on this agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

**Incorporation by Reference.** All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

**Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument and may be delivered by facsimile with facsimile signatures having the same effect as original ink signatures.

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Initial above

**Waivers.** Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by any other party.

**Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

**Amendment.** This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

<p><b>Broker</b> MTM International, LLC</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Witness: _____</p>	<p><b>Carrier</b> <b>Name:</b> _____</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Mailing Address: _____ _____</p> <p>POC: _____</p> <p>Email address _____</p> <p>Phone # _____</p> <p>EIN# _____</p> <p>MC # _____</p> <p>DOT# _____</p> <p>Invoice Factor:      YES      /      NO</p> <p><b>If yes, Factor Company name:</b> _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p>
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