

Broker-Carrier Agreement

This Broker-Carrier Agreement (“Agreement”) is entered into as of ____/____/_____, by and between:

Online Auto Shipper, LLC (“Broker”)
469-588-2992
Info@OnlineAutoShipper.com
2800 Shoreline Drive
Suite 280
Denton, Texas 76210

MC 01749939 DOT 4443362

and

_____ (“Carrier”) MC _____ DOT _____
Phone _____
Email _____@_____
Address _____
Suite _____
City, State, Zip _____

Before Online Auto Shipper assigns a load for transport, we must receive this document as well as any other forms or items listed on page 6.

Please read this agreement in its entirety, as it outlines commonly asked questions and tells you **everything** we need to get loads assigned to your Carrier company.

Your main point of contact with Online Auto Shipper is Tyler. He can be reached by call or **text** at **(469)588-2992** or by email at Tyler@OnlineAutoShipper.com

1. Authority & Compliance

Carrier represents and warrants that it:

- Holds active **FMCSA operating authority (MC/DOT)**
- Is authorized for interstate transport of motor vehicles
- Remains in full compliance with all **FMCSA, DOT, federal, state and local regulations.**
- Will keep Broker updated of any changes to Carrier's authority status
- Will reflect any changes to the Carrier company, dispatcher's and drivers' names, contact information and other info as such changes occur.

Carrier shall immediately notify Broker of any change, suspension, or revocation of authority.

2. Insurance

Carrier must maintain at all times:

- \$1,000,000 Auto Liability
- \$100,000 Cargo Insurance (minimum)
- Broker must be listed as Certificate Holder
- Policies must remain active with no lapses

Carrier assumes 100% liability for all vehicles while in its care, custody, and control.

3. Independent Contractor

Carrier operates as an independent contractor and assumes full control over:

- Drivers
- Equipment
- Routing
- Compliance

Carrier is not an employee or agent of Broker.

4. Load Handling & Performance

Carrier agrees to:

- Honor all pick up and delivery dates listed on Super Dispatch/Rate Confirmation.
- Perform **thorough inspections** at pickup and delivery
- Complete a Bill of Lading (BOL) with:
 - Accurate condition report
 - Pickup & delivery signatures
 - Pickup & delivery pictures

- **Only use 3-point straps** to secure vehicles. Do not secure the vehicle by attaching straps to the wheels, frame, bumpers, suspension or any other body panel/accessory unless otherwise noted by the Broker in writing
- **Not re-broker or transload any shipment** under any circumstances

5. GPS Tracking Requirement (Enforced)

- Carrier must **enable GPS tracking via Super Dispatch** for the entire duration of transport
- Tracking must remain active from pickup to delivery

Penalty for Non-Compliance:

Failure to provide active tracking will result in a **25% deduction in carrier pay**, up to a **maximum of \$200**.

If Super Dispatch tracking is not available, the driver's location must be shared with our main office iPhone on Find Friends.

6. Photo & Documentation Requirement (Enforced)

Carrier must upload via Super Dispatch:

- **Clear, time-stamped photos at pickup and delivery**
- Minimum of:
 - 6 exterior pictures
 - Close-ups of any pre existing damage

Failure to Provide Proper Documentation:

If ANY of the following are missing or insufficient:

- Clear pickup photos
- Clear delivery photos
- Client signed BOL (pickup or delivery)

Payment will be placed on HOLD until:

- Delivery client confirms vehicle condition and receipt in writing

7. Communication & Delay Reporting

Carrier must:

- Maintain **active communication throughout transport**
- Immediately report any delays, issues, or schedule changes

Mandatory Notification

Carrier must notify:

- Broker **AND** the customer

Failure to communicate delays may result in:

- Rate reduction
- Removal from Broker network

8. Payment Terms

- Payment terms: **As described on Super Dispatch** (orders vary)
- Required documents:
 - Signed BOL
 - Invoice
 - Completed Super Dispatch order

Payment Deductions & Holds Authorized:

Broker may deduct or hold payment for:

- Lack of GPS tracking
- Poor documentation
- Service failures
- Claims or damages
- TONU or missed pickups

9. Claims & Liability

- Carrier is fully responsible for all **damage, loss, or theft**
- All damages must be documented on BOL
- **All damages must be reported to the Broker immediately**

Carrier must:

- Respond to claims within **2 business days**
- Cooperate fully with resolution

10. Non-Solicitation

For **12 months** after each shipment:

Carrier shall NOT:

- Solicit Broker's customers
- Accept direct shipments from Broker's clients

Violation Penalty

- **\$5,000 per occurrence**, plus legal fees and damages

11. Double Brokering (Zero Tolerance)

Double brokering is strictly prohibited

Violation Penalty:

- Immediate termination
- \$10,000 liquidated damages
- Report to FMCSA and applicable boards

12. TONU / Dry Run Fees

Broker does not believe in unnecessary charges for cancellations.

- Broker will not charge a fee for TONU to the carrier. We simply ask that if something comes up and you cannot transport an order after accepting it, then you contact our office as soon as possible.
- Broker does not pay a dry run fee under any circumstances

13. Indemnification

Carrier agrees to indemnify and hold Broker harmless from:

- All claims, damages, or liabilities
- Regulatory violations
- Injury, loss, or property damage

14. Termination

Broker may terminate immediately for:

- Insurance lapse
- Loss of authority
- Poor service or fraud
- Contract violations

15. Governing Law

- This Agreement shall be governed by the laws of the **State of Texas**.

16. Entire Agreement

- This Agreement, along with all Rate Confirmations, constitutes the entire agreement.

Broker must receive **ALL** of the following documents to dispatch any loads to the Carrier

- Broker Carrier Agreement
- Carrier Contact Form
- Driver's License Copy (for all drivers)
- Current W9
- COI listing all drivers and VINS, also listing us as additionally insured:

Online Auto Shipper
2800 Shoreline Drive
Suite 280
Denton, Texas 75210
Info@OnlineAutoShipper.com

SIGNATURES

BROKER:

Online Auto Shipper, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CARRIER:

Signature: _____

Name: _____

Title: _____

Date: _____

