



CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, between; "AVS FREIGHT SERVICES INC.", hereinafter referred to as **BROKER**, and:

_____ hereinafter referred to as **CARRIER**.

MC # _____ DOT # _____ PHONE: _____

WHEREAS, THE BROKER is a Motor Transportation Broker, duly licensed by the interstate Commerce Commission, under Docket No MC #999084, Sub 1 engage in operation as a broker of general commodities, (except household goods), between points in the United States, and is engaged in the business of selling or offering for sale or negotiating transportation in commerce, pursuant to operating authority issued it by the Interstate Commerce Commission; a copy of which permit is attached hereto WHERESD, the BROKER and CARRIER HAVE, upon due consideration, determined that this Agreement is to their mutual advantage and best interest; they hereby agree to the following term and conditions.

TERMS OF THE AGREEMENT:

The term of this Agreement shall be continuous from the date hereof provided, however, that either party may terminate the same upon 30-day notice. If, however, the CARRIER institutes termination, amounts due hereunder shall continue to be paid on all BROKER accounts beyond the date of cancellation for a period of at least one year.

PAYMENT PROCEDURE:

The BROKER shall pay CARRIER 30 days after receipt of proof of delivery (without exception), shipping order, CARRIER operating authority certificate, certificate of insurance issued by the CARRIER’S insurance agent, and any other documents necessary to invoice the customer. The amount of payment the CARRIER shall be determined by the parties hereto in conformity with ICC regulation pertaining to contract operating authority and as set forth on the BROKER’S freight bill and or rate schedule pertaining to each shipment. Rates and changes for traffic moved under this AGREEMENT shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by CARRIER and acknowledged by BROKER. Changes to this schedule or memorandum shall also contain the conditions of, and charges for, and additional or accessorial service, which may be required or performed. The rates may be established or amended verbally in order to meet specific shipping schedules as mutually agreed, but such verbal contract shall be reduced to writing within five (5) working days of the movement of the involved freight, in order to remain binding between the parties. The CARRIER shall, on each movement issue a standard Bill of Lading and the traffic shall move under the terms and conditions of the Bill of Lading.

AVS FREIGHT SERVICES INC.

PHONE: (281)758-8676
FAX: (210)899-0972
E-MAIL: avsfreightservices@gmail.com
WEBSITE: <http://avsfreight.com/>

Initial _____



CARRIER'S RIGHTS AND DUTIES:

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 under the care, custody, or control of the CARRIER. The CARRIER agrees that under no circumstances will it communicate directly with customers referred to it by the BROKER, without the express knowledge and written approval of the BROKER. It is understood by the CARRIER that the provisions of this paragraph pertain to "back soliciting". The CARRIER hereby agrees that neither it nor its agents, nor anyone under its control will approach those customers introduced to it by the BROKER for the purpose of selling its services directly or accepting traffic from the customers without the BROKER'S participation. It is agreed by the CARRIER that if such an event occurs the CARRIER will pay the BROKER the highest percentage of revenue previously paid to BROKER on all traffic obtained as a result of each such occurrence. Said payments are to continue during the period in which this agreement remains in force, and for a period of one year after the termination of this agreement by either party.

BROKER'S RIGHTS AND DUTIES:

The BROKER shall uphold the good reputation of the CARRIER and shall not misrepresent the services and abilities of the CARRIER nor disturb any present CARRIER accounts as mutually agreed upon in writing.

INDEMNIFICATION:

CARRIER agrees to indemnify BROKER and to hold BROKER harmless a) for loss of, or damage to, CARRIER'S equipment; b) for loss resulting from injury, including death, sustained by CARRIER, by any employees of CARRIER, or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein including the payment by CARRIER of any workmen's compensation benefits, unemployed compensation, as well as any additional benefits paid under "No Fault" and "personal Injury protection" laws in any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state; c) for any bodily injury, property damage, or cargo loss or damage including the defense of lawsuits there from, arising out of the maintenance, use or operation of the motor vehicle equipment utilized by CARRIER herein, and d) for any loss or damage sustained by BROKER as a result of the negligence, incompetence, or dishonesty of CARRIER or CARRIER'S agents or employees, CARRIER shall pay all costs, expenses and attorney's fees which may be expended or incurred by BROKER as a result of the negligence, incompetence, or dishonesty of CARRIER or CARRIER'S agents or employees, CARRIER shall pay all costs, expenses and attorney's fees which may be expended or incurred by BROKER in remedy of BROKER against the CARRIER or in any litigation brought against the BROKER because of any act or omission of CARRIER under this agreement.

Neither party hereto will be liable for the failure to tender or timely transport freight under this AGREEMENT if such failure, delay or other omission caused by strikes, acts of God, war,

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accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

INDEPENDENT CONTRACTOR:

The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor.

COMPLETE AGREEMENT:

This Agreement and the BROKER’S CONFIRMATION sheet contain the entire agreement between the parties and no additions or alterations shall be made unless in writing signed by both parties.

DETENTION:

Detention will only be paid if in & out times have been noted and signed by the shipper or the receiver of the load & only of the shipper pays to AVS FREIGHT SERVICES INC.

INSURANCES:

CARRIER warrants that it has liability and cargo insurance in an amount at least equal to ICC requirements or \$100,000.00 per occurrence, whichever is greater. CARRIER further warrants that it will have and maintain said cargo and liability insurance for the duration of the Agreement and provide BROKER with a certificate evidencing same.

In the event that original documents are not submitted to BROKER as required in the confirmation document, the CARRIER will assume all liability for incorrect or modified information that is submitted. All attorney fees and damaged due to non-compliance of submission of original documentation will be the responsibility of the CARRIER.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed in accordance with the internal laws of the State of “Your State”, including all matters of construction, validity and performance. The parties further agree that any action or proceeding arising out of or related to this Agreement shall be commenced in any State or Federal court in the state of “Your State”.

IN WITNESS WHEREOF, the parties have signed the names on this ____ day of _____, 20____

CARRIER: _____

BROKER: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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CARRIER PAYMENT POLICY AND PROOF OF DELIVERY REQUIREMENTS

To our Valued Motor Carriers:

In an effort to avoid any delays in our payment to you, we have created the following Payment and Requirement Proof of Delivery Policy.

STANDARD PAY

AVS FREIGHT SERVICES INC. payment terms are net 30 days from the date our accounting officer receives all of the following documents:

1. Your invoice – must match the signed rate confirmation exactly
2. The signed original b/l
3. In the event of quick pay, legible copy of the b/l must be submitted followed by the originals
4. The final, signed rate confirmation(s) – must match invoice
5. All reimbursable receipts – must have documentation of management approval via updated rate confirmation(s) for reimbursement to be valid
6. You may submit the documents above via email to: avsfreightservices@gmail.com or you may fax to: (210)899-0972

OTHER ITEMS TO NOTE

1. You are prohibited from subcontracting or re-brokering any AVS FREIGHT SERVICES INC. load to any other carrier or broker. If you do, we reserve the right pay the delivering carrier directly and you will remain primarily liable as provided in our Carrier Agreement.
2. You have agreed to defend, indemnify and hold harmless AVS FREIGHT SERVICES INC., its customer(s) and the bill of lading parties from any claims, actions or damages, arising out of your performance under the terms of our Carrier Agreement, including damages of any kind asserted against us for contracting your services, including cargo loss and damage, theft, delay, damage to property and personal injury or death.

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QUICKPAY AGREEMENT

_____ (“CARRIER”) hereby grants AVS FREIGHT SERVICES INC. the right to deduct 4% from invoice/s presented to it under this agreement with the understanding that Broker will pay said invoice/s within two (2) business days (excluding local, state or federal holiday’s) after receipt. Broker reserves the right to accept or deny QuickPay on an invoice by invoice basis.

Carrier acknowledges that it must provide Broker with legible Proof of Delivery (“POD”) documents clearly showing signatures of consignee or designated receiver and date delivered. POD’s delivered to Broker on Friday will be paid the following Tuesday unless said day is a local, state or federal holiday.

Carrier may terminate this QuickPay agreement by notifying Broker in writing. Said termination will take effect immediately upon receipt of notice. Broker reserves the right to terminate this QuickPay agreement without notice. Termination of this QuickPay agreement would constitute a return to the original payment terms as specified in the original carrier agreement. This QuickPay agreement is incorporated into and made part of the existing agreement between Carrier and Broker.

This QuickPay agreement supersedes any previous QuickPay agreement signed by Carrier.

Agreed to and accepted this _____ day of _____, 20____.

Carrier name: _____

Signature _____

Title: _____

(Owner, President, Officer or Partner) Printed Name:

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1099 REQUIREMENTS

NOTICE:

The Internal Revenue Code and Regulations require that 1099 information returns be issued by a company to any unincorporated entity which has received payment in excess of \$600.00 for a given tax year. To comply with this, law we are updating our records for all vendors (contract carriers) and would appreciate your completing the requested information below. It is most important that you indicate whether or not your form is incorporated and include your FEDERAL TAX IDENTIFICATION NUMBER. As you are aware, the Internal Revenue Code requires that, as of January 1st, 1993 thirty-one percent (31%) backup withholding to be taken from our remittances to any form which does not provide a correct taxpayer ID number.

Please complete, sign and return this form to our Accounts Payable Department.

Check type of firm and show identification number opposite:

- | | |
|----------------------------|----------------|
| Check one | Federal Tax ID |
| 1. () Corporation | _____ |
| 2. () LLC | _____ |
| 3. () Partnership | _____ |
| 4. () Sole Proprietorship | _____ |

Do you require a 1099 at the end of the year? ___ Yes ___ No

Date: _____ Legal Name: _____

By: _____ Title: _____

Address: _____

Remit to Address: _____

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CARRIER RATE CONFIRMATION ADDENDUM

GENERAL PROVISIONS

We must have a signed Carrier Rate confirmation from the CARRIER prior to releasing the load for pick-up. Fax the Carrier Rate Confirmation to (210)899-0972, or email it to avsfreightservices@gmail.com.

Carrier will forfeit this load without recourse if it fails to sign and return this Carrier Rate Confirmation within (2) hours of receipt. The signed Carrier Rate Confirmation sheet will include the following:

- ✓ The Driver's name
- ✓ The truck and trailer numbers
- ✓ The driver's cell phone number. The call phone must be kept on at all times.
- ✓ All emergency and/or "after-hours" phone numbers. Including call numbers for on-call dispatchers, owners, etc.

CALL CHECKS:

Drivers are required to check call everyday between 7:00 am and 9:00 am Eastern Time. This includes Saturday, Sunday, and Holidays. Missed check calls will result in a \$100.00 fine against carrier's settlement for each infraction. The Check Call telephone number is (281)758-8676. Drivers must leave a voice mail message that includes his/her name, the load PRO number, current location, and projected ETA. If the driver is unable to call, the dispatcher may call in emergency situations.

LOADING/UNLOADING:

The driver is responsible for supervising the loading/off-loading of the freight. This includes noting the piece count and condition of the freight on the bills, and securing and maintaining the product per the Shipper's instructions listed on the bill of lading.

DAMAGES:

During the loading process, if the driver determines that any or all of the product or its packaging appears to be damaged, i.e. leaking, broken, wet, decayed, or crushed, it is the driver's responsibility to stop the "Consigner" and notify brokerage immediately. The driver should not allow the "Consigner" to resume loading until he/she gets authorization from, BROKER to proceed.

ALL LOADS MUST SEALED:

When moving a sealed load, the driver must have the shipper note the seal number on the bill of lading and call BROKER with the seal number. Loads that are sealed are to remain sealed

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until an authorized person at the receiver breaks the seal. The receiver breaking the seal must make the appropriate notation on the bill of lading. He/she must sign off and confirm in writing that the seal was intact at the time of delivery. Any time an unauthorized person breaks the seal, the carrier becomes 100% liable for the cost of the product and any other expenses. In the event the shipper fails to seal the trailer, it is the driver's responsibility to secure the trailer with a padlock.

UNWARRANTED INVOICES:

Brokerage will not pay for overweighted tickets, pallets, trailer wash-outs, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention, or any other accessorial fee unless the carrier must supply unloading receipt from either a lumper service or an individual lumper. Receipts for lumbers not affiliated with a lumping service must include the lumber's full name and social security number. Also, the driver must call brokerage to get a release number. Also, the driver must call brokerage to get a release number for any unexpected lumper fees. Failure to do so will result in non-reimbursement.

FAILURE TO LOAD:

The driver should know his unit's empty weight prior to reaching the shipper. The CARRIER agrees to load truck to its legal capacity on all loads. Failure to load to capacity may result in a deduction in the carrier's settlement.

The CARRIER certifies the trailer is clean and has no mechanical or structural defects that could adversely affect the product hauled.

- ✓ By executing this Carrier Rate Confirmation, the carrier hereby confirms the driver has enough available hours of service to pick up and complete delivery of the tendered load within the time frame dictated by brokerage and/or its CUSTOMER(S), without violating the FMCSA hours of service regulations contained at 49 C.F.R § 395.
- ✓ Carrier agrees that it in compliance with all safety regulations according to Federal, State, and Local requirements.
- ✓ When signing the bill of lading, the driver is confirming in writing that he/she received the product, piece count, condition and temperature as stated on the bills of lading. Once signed, the bill of lading becomes a binding legal document. The carrier is responsible for whatever the driver signs for.

CLAIMS

- ✓ Carrier is responsible for any damage to product or damage to the product's container, and any shortages of freight.
- ✓ Carrier shall not leave the receiver if notified of an OS&D. Carrier must notify brokerage immediately. Failure to report OS&D will result in \$100 fine.

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- ✓ When the OS&D product id produce, BROKER will demand a federal inspection.
- ✓ BROKER will direct the disposition of any OS&D
- ✓ When the OS&D is determined to be the fault of the driver, the CARRIER authorizes BROKER to offset any claim(s) with pending invoices.
- ✓ BROKER is not responsible for any damage done to the CARRIER's equipment by the shipper during loading or by the consignee during unloading. However, damage should be reported to BROKER immediately (before leaving the facility).
- ✓ BROKER recommends the driver carry some type of camera (digital, cell phone, or disposable).
- ✓ In case of an emergency, call: (281)758-8676

INVOICING

BROKER must have the following paperwork to process payment in a timely manner:

- ✓ Original POD's (signed by receiver)
- ✓ CARRIER's Invoice referencing brokerage PRO #
- ✓ Delivery weight ticket on produce loads, if required
- ✓ Copy of signed Carrier Rate Confirmation
- ✓ CARRIER's W-9
- ✓ Broker Contract
- ✓ CARRIERS Authority
- ✓ Cargo Insurance certificate holder.
- ✓ Auto Liability insurance certificate listing brokerage as certificate holder.

BULK PRODUCE LOADS

Bulk Produce loads are paid on Delivered Product CWT as per receiving weight stamped in the bills of lading, on the receiving weight tickets or as determined by the customer.

- ✓ Any costs incurred by brokerage due to carrier's truck being late for pick-up or delivery appointments may be charged back to carrier.
- ✓ CARRIER agrees that BROKER is the sole party responsible for party responsible for payment of CARRIER's invoice and that, under no circumstances, will CARRIER seek payment from the shipper or consignee.

REFRIGERATED LOADS

- ✓ Prior to loading, the driver must confirm that the reefer unit is working property and the trailer has been pre-cooled to the required temperature. The driver must also check for leaks in the door seals.
- ✓ The driver is responsible for making sure adequate space is provided for air circulation in front, rear, top, bottom, and between the product units.

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- ✓ Trailers hauling produce or live goods must have an air chute for proper circulation. No expectations! It is the driver’s responsibility to make sure the chute is not damaged or blocked in any way.
- ✓ The driver must check the pulp temperature of the product to ensure that it has been pre-cooled. The driver should not accept any fresh product pulping over 2 degrees above the required temperature noted on the Carrier Rate Confirmation. If the temperature noted on the Carrier Rate Confirmation differs from that written on the Bill of Lading, call the brokerage office immediately at (281)758-8676 before signing the bills at the shipper. The driver must sure the pulp temperature of the product loaded is written on the original Bill of Lading.
- ✓ Driver must maintain “**Continuous**” temperature in-route as noted on the Carrier Rate Confirmation.

FALTBED/STEP DECK LOADS

- ✓ CARRIERS must supply the appropriate chains, binders, straps, tarps, etc. required to move the load in a safe and efficient manner.
- ✓ CARRIERS are responsible for verification of all Dimensions, Weights and Serial Numbers of cargo prior to loading.
- ✓ CARRIERS are responsible for securing the load with the tarp where required, AVS FREIGHT SERVICES INC. will not be liable for any damages occurring due to any weather or other natural calamities.

OVER DIMENSIONAL/OVERWEIGHT LOADS

- ✓ CARRIER are responsible for “All” permits, escorts, route surveys, bridge surveys, utility assistance and ancillary cost involving the movement of the load. CARRIER certifies that all dimensions and weights are correct upon acceptance of freight.

IN WITNESS WHEREOF, the motor carrier has signed the name on this ____ day of _____, 20 ____

CARRIER: _____

BY: _____

TITLE: _____

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What we need to do business and get you a load:

- Copy of MC Authority
- Copy of your Insurance Certificate – Contract Information for Agent
- Signed W-9 form
- Signed Contract for Services
- Company Profile Completed
- Factoring Company’s Contract Information

❖ Please complete the following information so that we may better serve you. You will receive an invoice faxed to the location your located; you may pay only the amount of the invoice no hidden charges.

Company Name: _____
 Address: _____
 City / State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 Mobile Phone: _____ Email: _____

Insurance Company: _____
 Address: _____
 City / State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 Mobile Phone: _____ Email: _____

Factoring Company: _____
 Address: _____
 City / State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 Mobile Phone: _____ Email: _____

MOTOR CARRIER PROFILE

AVS FREIGHT SERVICES INC.

PHONE: (281)758-8676
FAX: (210)899-0972
E-MAIL: avsfreightservices@gmail.com
WEBSITE: <http://avsfreight.com/>



Carrier Legal Name:	
Physical Address:	
Mailing Address:	
Dispatch Contact:	Email:
Phone:	Phone:
A/R Contact:	Email:
Phone:	Fax:
MC#	
DOT#	
EIN#	

Trailer Type	Size	Quantity
Van	48' or 53'	
Reefer	48' or 53'	
Flatbed	48' or 53'	
Step-Deck	48' or 53'	
RGN	48' or 53'	
Other	48' or 53'	

- ✓ Hazmat Certified | Yes / No
- ✓ Team Drivers? | Yes / No
- ✓ Want to receive a daily email about freight opportunities? | Yes / No

Email Address: _____

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