



4920 Bill Gardner Pkwy Ste: 4922-117  
Locust Grove, GA 30248

Phone: 678-708-8455 Email: info@betaoperations.com

## Carrier-Broker Agreement

This Agreement is entered into this day of \_\_\_\_\_ 20 \_\_, between **BetaOpS Enterprises, LLC** hereinafter referred to as **BROKER** and hereinafter \_\_\_\_\_ referred to as **CONTRACT CARRIER** WHEREAS, the **BROKER** is a Motor Transportation Broker, duly licensed by the Interstate Commerce Commission, under Docket No. **MC- 0157904**; and WHEREAS the **CONTRACT CARRIER** is a Motor Carrier operating in interstate commerce, pursuant to operating authority issued it by the Interstate Commerce Commission under Docket No. **MC 0157904**

The **BROKER** and the **CONTRACT CARRIER** have upon due consideration, determined that a contract sales agreement is to their mutual and best interest, they hereby agree to the following terms and conditions which meet the distinct needs of the **BROKER** and its shipper.

1. **BROKER** agrees to offer a series of shipments and **CONTRACT CARRIER** agrees to transport by motor vehicle from and to such points between which service may be required, subject to the availability of suitable equipment.
2. **CONTRACT CARRIER** agrees to maintain and furnish written proof to **BROKER** of insurance coverage in amount not less than the following minimums:
  - A. Public Liability and Property Damage Liability  
\$1,000,000 Combined single limit
  - B. Cargo \$100,000 Per vehicle and per incident including terminals, with no exceptions

and in addition, shall cause its insurance carrier to forward forthwith to **BROKER** a standard Certificate of insurance naming **BROKER** as additional insured on all policies. Thirty (30) days' notice of coverage cancellation, or major change is also required.

3. Rates and charges for traffic moved under the **AGREEMENT** shall be as agreed to between the **BROKER** and **CONTRACT CARRIER** and can be established verbally to meet specific shipping schedules.

Sign: \_\_\_\_\_



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### **Carrier Profile**

**\*\*THIS PAGE MUST BE COMPLETED IN ITS ENTIRETY\*\***

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

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

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

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

Toll Free: \_\_\_\_\_ Ext. \_\_\_\_\_ Main Fax: \_\_\_\_\_

Phone 2: \_\_\_\_\_ Ext. Fax 2: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\*\*\*ELD Compliant? Yes \_\_\_ No \_\_\_ If No, Projected Compliance Date? \_\_\_\_\_

President or owner's name: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Factored? YES NO Factoring Company: \_\_\_\_\_

Insurance Company/Contact: \_\_\_\_\_

Ins. Phone #: \_\_\_\_\_ Ins. Fax #: \_\_\_\_\_

Please fill out the attached Equipment and Service list so that we may better serve your company.

Please list preferred areas for operation. \_\_\_\_\_

Other services provided by your company not listed: \_\_\_\_\_

Carrier Name MC # \_\_\_\_\_

Equipment Please enter the quantity of each of the following equipment in the space provided.

Power Units \_\_\_\_\_

Drivers \_\_\_\_ Vans \_\_\_\_ Flatbeds \_\_\_\_ Trucks \_\_\_\_ Length \_\_\_\_

Other Equipment not listed: \_\_\_\_\_

Services Please mark all services that apply.

Hazmat Team \_\_\_\_\_ Power Only \_\_\_\_\_ Drop Trailer \_\_\_\_\_

Canada Mexico \_\_\_\_\_ Pallet Exchange \_\_\_\_\_ LTL Drayage \_\_\_\_\_

Bulkhead \_\_\_\_\_ Bonded \_\_\_\_\_ Liquor License \_\_\_\_\_

Trailer Interchange \_\_\_\_\_ Blanket Wrap \_\_\_\_\_

#### **DOT/FMCSA Safety Compliance**

As a condition of contracting with BetaOpS Enterprises, LLC to transport freight for its shipper customers, you are required to provide assurance of your compliance with DOT and FMCSA safety regulations including, but not limited to, 49 C.F.R. Parts 382-396. The purpose of this letter is to specifically request your written confirmation that you are, and will continue to operate, in compliance with all safety requirements of U.S. DOT and FMCSA during the term of your agreement with BetaOpS Enterprises, LLC.

DOT and FMCSA safety compliance includes, but is not limited to, carriers following a written safety plan which addresses the following:

1. No drivers are currently employed or will be employed who:
  - a. Have more than three moving violations in the past twenty-four-month period.
  - b. Have been cited for causing a fatal accident
  - c. Have violated or violate any drug or alcohol testing regulation

Carrier compliance with:

a.

Inspection, repair, and maintenance file on all equipment showing compliance with Federal regulations

b. Carrier must not have a FMCSA Safety Rating of "Unsatisfactory" or "Conditional" and agrees to notify BetaOpS Enterprises

LLC immediately if carrier's safety rating changes to "Unsatisfactory" or "Conditional".

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

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

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

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

4. The **CONTRACT CARRIER** shall, on each movement, issue a uniform {Standard} Bill of Lading, which shall be containing the standard provision as to filing and settling of claims.
5. The **BROKER** agrees to pay **CONTRACT CARRIER** for the transportation of authorized commodities under this **AGREEMENT** in accordance with the effective schedules after receipt by **BROKER** of the **CONTRACT CARRIER'S** invoice including all **ORIGINAL** Bill of Lading covering such transportation
6. **CONTRACT CARRIER** shall be liable to **BROKER** for the loss or damage to any property transported under this **AGREEMENT**. Such liability shall begin at the time the cargo is loaded upon **CONTRACT CARRIER'S** equipment at the point of origin and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop off party. The liability shall be for the full value of the item which shall be understood to mean the replacement cost of the lost or damage item {s} .
7. **CONTRACT CARRIER** agrees to transport commodities pursuant to this **AGREEMENT** to the specified destination with reasonable dispatch. As between **CONTRACT CARRIER** and **BROKER**, **CONTRACT CARRIER** hereby represents and warrants that it shall be liable and does hereby assume any and all Liability for loss, delay, destruction, theft, damage or liability of whatever nature arising from transportation of any and all loads of freight arranged by **BROKER** while being transported by **CONTRACT CARRIER** or from **CONTRACT CARRIER'S** failure to perform the transportation arranged by **BROKER** and accepted by **CONTRACT CARRIER**. **CONTRACT CARRIER** will indemnifies and hold **BROKER** harmless for any claims arising therefore or any violations by **CONTRACT CARRIER** of this **AGREEMENT**.
8. **CONTRACT CARRIER** further represents that its operations will comply with all laws and regulations and **CONTRACT CARRIER** will indemnify and hold **BROKER** harmless for any violations therefore by **CONTRACT CARRIER** for loads of freight transferred by **CONTRACT CARRIER** under this **AGREEMENT**.
9. **CONTRACT CARRIER** further covenants and agrees to indemnify and hold harmless **BROKER** from and against any and all loss, damage, injury, and /or claims arising from the branch of representations and warranties set forth in section 7 and 8 above and for the same asserted by any and all persons, include employees, contractors, or agents of **CONTRACT CARRIER**, which arise by the action of or failure to act by **CONTRACT CARRIER** in connection with the carriages of any and all commodities under the **AGREEMENT**.
10. **CONTRACT CARRIER** agrees to support and protect **BROKER'S** efforts in the performance of this **AGREEMENT** by refraining from any direct contact or solicitation of accounts that the **BROKER** introduces to **CONTRACT CARRIER**. **CONTRACT CARRIER** acknowledges the account as **BROKER'S** account when freight is dispatched via **CONTRACT CARRIER**. If **CONTRACT CARRIER** and/or **BROKER** choose to cancel this **AGREEMENT**, **CONTRACT CARRIER** agrees to refrain from contact or solicitation for **BROKER'S** company accounts and to refrain from handling any freight that was previously handled under this contract. If after termination of this **AGREEMENT**, **CONTRACT CARRIER** does not refrain from contacting or soliciting, or handling freight previously handled under this contract, **CONTRACT CARRIER** agrees to pay **BROKER** fifteen percent (15%) of any and all billings **CONTRACT CARRIER** issues for such movement for one (1) year following the date of such termination.

11. **CONTRACT CARRIER** agrees that **BROKER** may publicly report this breach of the **AGREEMENT**, if it occurs, to any trade association or publication, and that the facts as the breach may be published.
  
12. This **AGREEMENT** shall be effective as of the date hereof and shall continue in effect for a period of one (1) year of such date, and from year to year thereafter, subject to the right of either party hereto to cancel the **AGREEMENT** at any time upon not less than thirty (30) days written notice by certified mail of one party to the other.

In WITNESS WHEREOF, the parties hereby have signed their names on this day of \_\_\_\_\_, 20\_\_\_\_

**CARRIER**

**Broker**

BetaOpS Enterprises, LLC

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

Title

Title

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**TRAILER INTERCHANGE AGREEMENT**

THIS AGREEMENT is entered into by and between **BetaOpS Enterprises, LLC Inc.**, a licensed Freight Broker ("Broker") and \_\_\_\_\_ ("User"). In consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that User may interchange owned, leased or controlled trailers ("Equipment") subject to the following terms and conditions.

1. **Equipment.** The term Equipment as used herein shall refer to any trailers owned, leased or controlled by Carrier.
  
2. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies, as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by Carrier.

3. **Use and Return.** User agrees that the Equipment will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and return the Equipment to Carrier in the city and at the terminal where received, unless otherwise specified by Carrier. User shall be responsible for the safe and timely return of the Equipment to Carrier, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Carrier hereunder with third parties.

4. **User's Responsibilities.** User shall accept responsibility for all owner operators and their leased power units as if they were User's own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Carrier shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Carrier, is not the agent or employee of Carrier for any purpose whatsoever.

5. **Taxes.** User shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Carrier.

6. **Indemnification.** User agrees to indemnify, defend and hold Carrier harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been returned to Carrier and receipt issued therefor. The obligations assumed by User pursuant to this paragraph shall apply regardless of any contributing act or omissions, whether negligent or not, on Carrier's part.

7. **Insurance.** Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Carrier, covering all of the work and services to be performed hereunder by User and each of its subcontractors: (a) User agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000.00 combined single limit or the equivalent. (b) User agrees to maintain for the duration of this Agreement, insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the User. Such coverage may be written on an actual cash value basis per unit, but in no event less than \$20,000.00. (c) User agrees to maintain for the duration of this Agreement, insurance coverage for cargo loss insurance for loss and damage to lading contained in the Equipment while in the care, custody and/or control of the User. Such coverage shall be in the minimum amount of \$250,000.00. (d) All certificates of insurance must provide Carrier a minimum of thirty (30) days notice of cancellation.

8. **Charges.** User agrees to pay Carrier charges as set forth in Exhibit "A", attached hereto, for each day or portion thereof Equipment interchanged hereunder is in User's possession. Carrier will bill User for said charges on a monthly basis. User must submit billing disputes to Carrier within thirty (30) days of invoice date.

In the event User fails to pay all uncontested amounts due within thirty (30) days of invoice date, this Agreement shall be subject to immediate suspension by Carrier without formal notice to User.

9. **Maintenance of Equipment.** Ordinary maintenance and other service adjustments on Equipment, tires excluded, occasioned by ordinary use will be: (a) Absorbed by the User when costs thereof do not exceed \$50.00, exclusive of service charge. (b) Billed to and borne by Carrier in its entirety when costs thereof would exceed \$50.00; provided, however, that Carrier's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Carrier will not be responsible for any other consequential costs. Bills against Carrier for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.

10. **Tires.** Carrier shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to Carrier, repairs to tires and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly

recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blown-out or unserviceable tire to Carrier.

11. **Damage or Loss to Equipment.** The User shall be responsible for all damages and losses, occurring while in its possession, to the Equipment of Carrier. In the event of total loss of Equipment, User shall pay to Carrier the commercial value of the trailer at the time it was interchanged.

12. **Dispute Resolution.** If any suit shall be brought against either party and a judgment recovered which such party will be compelled to pay, and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgment at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgment or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and Carrier thereafter refers collection of such charge to an attorney, User agrees to pay, in addition to said charge, an amount equal to 25% of said charge to represent attorneys' fees and collection expenses.

13. **Miscellaneous.** The laws of the State of Georgia shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

14. **Term and Termination.** This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any Equipment in possession of the User on the date of termination must be returned to Carrier within seventy-two (72) hours. If Equipment is not returned by User and it becomes necessary for Carrier to have the Equipment returned, User shall bear all expenses for return of Equipment.

IN WITNESS WHEREOF, this Trailer Interchange Agreement is executed between the parties as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

CARRIER USER By: \_\_\_\_\_

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

Broker/Title: \_\_\_\_\_