

# INDEPENDENT CONTRACTOR TO COMPLETE

(Answer all questions – Please print • If a space does not apply, insert "N/A")

Individual's Name (or) Business Name \_\_\_\_\_

Social Security Number (or) Employer Identification Number (EIN) \_\_\_\_\_

Email \_\_\_\_\_ Phone No. \_\_\_\_\_

Current Address: \_\_\_\_\_  
Street City State Zip

Do you have the legal right to work in the United States? Yes  No

Were you referred? Yes  No  If yes, by whom \_\_\_\_\_

Have you ever been convicted of a felony? Yes  No

If yes, please explain fully. If more room is needed, use a separate sheet of paper.

PARS' customers do not permit use of tobacco in anyway at any time. Is there any reason you would not be able to adhere to this? Yes  No

If yes, please explain \_\_\_\_\_

Independent Contractor availability? (Please mark only one)

Local Only-At Home  Overnight-Road Days Out: 2 Days  5 Days  10 Days  14 Days  30 Days

## Work History

All independent contractors to drive interstate commerce and interstate commercial vehicles must provide the following information on all employers during the preceding five (5) years. If self-employed, list the company names & addresses of those businesses you contracted with. Use a separate sheet of paper if necessary.

Employer/Job Description			Date (Yr./Mo.)	
Name	Contact		From	To
Address			Position Held	
City	State	Zip	Reason for Leaving	
Were you subject to the FMCSR while you were employed? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Was your job designed as a safety- sensitive function in any DOT –regulated mode subject to the drug and alcohol testing requirements? Yes <input type="checkbox"/> No <input type="checkbox"/>				

Employer/Job Description			Date (Yr./Mo.)	
Name	Contact		From	To
Address			Position Held	
City	State	Zip	Reason for Leaving	
Were you subject to the FMCSR while you were employed? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Was your job designed as a safety- sensitive function in any DOT –regulated mode subject to the drug and alcohol testing requirements? Yes <input type="checkbox"/> No <input type="checkbox"/>				

\*Includes vehicles having a GVWR of 26,001 lbs. or more, vehicles designed to transport 15 or more passengers, or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

†The Federal Motor Carrier Safety Regulations (FMCSRs) apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR of 10,001 pounds or more, (2) is designed or used to transport 9 or more passengers, OR (3) is of any size and is used to transport hazardous materials in a quantity requiring placarding.

**Traffic Convictions and Forfeitures:** Please list all for the past five (5) years.

(If more room is needed, use separate sheet of paper)

Location	Date	Charge	Penalty

**Driver Licenses:** Please list all driver licenses or permits held in the past 5 years

Driver Licenses	State	License No.	Type	Years Held	Expires

Have you ever been denied a license, permit or privilege to operate a motor vehicle? Yes  No

If Yes, please explain: \_\_\_\_\_

Has any license, permit or privilege ever been suspended or revoked for any reason? Yes  No

If Yes, please explain: \_\_\_\_\_

Please list other experience that may help in your contracting for this company: \_\_\_\_\_

\_\_\_\_\_

List courses and training other than shown elsewhere in this application: \_\_\_\_\_

\_\_\_\_\_

List special equipment or technical materials you can work with: \_\_\_\_\_

\_\_\_\_\_

**Education:** (Choose the highest grade completed in each category)

School: 1  2  3  4  5  6  7  8  9  10  11  12

College: 1  2  3  4

Other: (Explain) \_\_\_\_\_

MY SIGNATURE BELOW CERTIFIES THAT THIS FORM WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or  
 Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

---

# Broker Agent Agreement

---

## BROKER AGENT AGREEMENT

AGREEMENT: made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, shall govern the compensation arrangements, payment terms, and responsibilities of, \_\_\_\_\_, (hereinafter referred to as Agent) and \_\_\_\_\_, (hereinafter referred to as Broker), a licensed broker of property authorized by the Federal Highway Administration, pursuant to Docket No. MC# \_\_\_\_\_.

The purpose of this Agreement is to establish a working relationship whereby the BROKER supports the AGENTS transportation activity to the benefit of both parties. The AGENT, having fulfilled the terms and conditions of this AGREEMENT, may operate their agency under the authority of licensed property BROKER.

For the purpose of this Agreement, the definition of a Shipper is any person or company who is responsible for paying an invoice for the movement of freight. A Carrier is any person or company authorized by the Federal Motor carrier Safety Administration (FMCSA) as a mode of transportation for interstate commerce.

WHEREAS, Broker has earned the respect of the US shipping and transportation communities, and

WHEREAS, Broker has developed transportation contracting and remitting capabilities that relieves Agents of burdensome paperwork, including credit acceptance and collections as well as other features that benefit the Agent's brokering activities and,

WHEREAS, Agent desires Broker, to perform certain administrative functions and desires affiliation with the Broker as a creditworthy service institution and Broker agrees not to circumvent or back solicit Agents customer/shipper base. Now,

THEREFORE, Agent and Broker agree to perform the following activities and to split commissions realized from their joint transportation brokering activity, in a manner agreed upon as set forth below.

### AGENT DUTIES

Agent's duties in this Agreement are to secure commitments from Shippers and Carriers to move freight from one location to another including the following: (a) Agent must prepare the Brokers load confirmation agreement, with sufficient information to permit the Broker to legally contract with authorized Carriers. (b) Agent must conduct brokering activity in accordance with (C.F.R. 49 Section 370) (c) Agent must assist Broker with credit acceptance and collection procedures, and be liable for payment of uncollectable freight bills and for claims resulting from the errors and omissions of the Agent while performing his/her duties as defined by this Agreement. (d) Agent must offer to Broker all freight shipments in which they represent Broker as the party responsible for payments. Such freight brokered to other carriers without the knowledge and prior approval of Broker, is cause for immediate termination of the Agreement. Agent will tender all his or her freight business EXCLUSIVELY to Broker unless both the Agent and Broker agree to other arrangements in writing.

### BROKER DUTIES

Broker's duties in this Agreement are to fulfill all legal requirements mandated by the U.S. Department of Transportation, and provide additional assistance to permit the Agent to legally negotiate the movement of freight under the license. Such duties include the following: (a) Broker must comply with all regulations of the Negotiated Rates Act of 1993

---

and 1995, as amended, with respect to Contracts of Transportation. Broker will be liable for undercharges resulting from contracting and billing errors committed by Broker. (b) Broker requires all motor carriers furnish documents to Broker of the current status of the operating authority granted by the Federal Motor Carrier Safety Administration (FMCSA), and insurance coverage maintained by the provider. (c) Broker is responsible for collecting transportation charges from shippers. (d) Broker is responsible for compensating the licensed carrier. (e) Broker settles commissions due to Agent.

#### COMMISSION SETTLEMENTS

All commissions due are settled by the close of business each \_\_\_\_\_. Agent may opt to be paid commissions by electronic (ACH) deposit. Deposits will be effective the next business day in the event of a banking holiday.

#### PROFIT COMMISSION

If agent agrees to a percentage of profits, Agent earns sixty (60%) commission based on the profit of each load. Agent is paid within 7 days of BROKERS receipt of a clean Bill of lading, as proof that the load tendered was successfully delivered to the ultimate destination.

#### FLAT-RATE COMMISSION

If agent agrees to FLAT-RATE commission, Agent earns a seven (7%) commission based on the invoice amount for each load. Agent is paid within 7 days of BROKERS receipt of a clean Bill of lading, as proof that the load tendered, was successfully delivered to the ultimate destination.

#### MINIMUM COMMISSION

Broker must derive at least \$25 commission from any load as a minimum commission.

#### FINANCING ACCOUNTS

Agent's customers/shippers should be prompt in payment. Broker will finance accounts over 30 days past invoice as a matter of course, however, if Agent's shipper is 45 days or more days past date of invoice, Broker may negotiate a larger commission from Agent for that account. Shippers who are past due 60 days in payment may be barred, unless special arrangements are made. Agent will be notified by Broker of all accounts past due.

#### COLLECTIONS

Broker will commence collection activity on the 34th day from invoice by faxing or emailing a copy of the invoice and POD to Agent, and request assistance from Agent. Failing receipt of receivable on the 45th day, Broker will mail a copy of the past due invoice to shipper as a past due notice and credit to that shipper will be suspended, until account is paid to current status, or other arrangements are made. Agent is required to inform his clients that claims are a separate issue from payment of freight bill. Agent will assist in the settlement of any claim. Failing collection efforts of Agent against the shipper the amount paid to carrier and Agent will be deducted from Agent's escrow account. If no escrow is available, a chargeback against outstanding Agent commissions will be made.

**PRE-PAID INVOICING:** Broker will invoice shippers without proof of delivery if the Agent can negotiate pre-paid billing.

#### BROKER ASSISTANCE

Broker will provide assistance in the formats listed below, and any other support deemed prudent by broker. (a) Broker will provide free listing of Agent's loads (up to 90 days), and will send truck-to-load matches to Agent's FAX/EMAIL by 8:00 A.M. Central time, Monday through Friday. (b) Broker may provide a printed (or software) list of all carriers, which have

---

approved Broker's credit that lists equipment, phones, and names of dispatchers, fax numbers, etc. (c) Broker may network with other Agents for assistance with particular load requirements. (d) Broker will provide brokering service in the absence of Agent, and commission splits will be 50/50 based on the profit for loads successfully negotiated.

**TERMINATION**

Broker or Agent may terminate Agreement with 10 days written notice.

This agreement is deemed made in the state of \_\_\_\_\_ and shall be governed, interpreted, and construed in accordance with the laws of \_\_\_\_\_. Any claim or action under this agreement shall be brought exclusively in \_\_\_\_\_ County, \_\_\_\_\_.

Both parties agree to the following commission for compensation:  
(Select only one)

- Percentage of Profits \_\_\_\_\_ % (I.E., 60 or 70%)
- Flat-rate Commission \_\_\_\_\_ % (I.E., 6, 7, or 8%)

\_\_\_\_\_  
By: \_\_\_\_\_

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

\_\_\_\_\_  
By: \_\_\_\_\_

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



Wilson Global Freight Brokers  
600 Westridge Pkwy Ste714  
McDonough, GA 30253  
Contact@wicfreightnow.com  
(844)5BROKER

Welcome to Wilson Global Freight Brokers!

We are thrilled to have you join our network of esteemed clients. At Wilson Global Freight Brokers, we pride ourselves on providing top-notch freight brokerage services, ensuring that your goods are transported efficiently and safely across the globe. Our team is dedicated to offering personalized solutions that meet your unique shipping needs, whether they involve air, sea, or land transportation.

As a valued client, you can expect:

**Comprehensive Logistics Solutions:** Tailored strategies that optimize your supply chain.

**Real-Time Tracking:** Stay informed with up-to-date information on your shipments.

**Competitive Rates:** Cost-effective options without compromising on service quality.

**24/7 Support:** Our customer service team is always available to assist you.

We understand the importance of reliable and timely delivery, and we are committed to exceeding your expectations in every aspect of our service. Should you have any questions or require assistance, please do not hesitate to reach out to your dedicated account manager, Wilson Calhoun, at (844)527-6537.

Thank you for choosing Wilson Global Freight Brokers. We look forward to building a successful partnership and supporting your business with our expert logistics solutions.

Welcome aboard!





Wilson Global Freight Brokers  
 600 West Ridge PKWY, Suite 714  
 McDonough, GA 3023

**CARRIER INFORMATION**

Carrier Name: \_\_\_\_\_

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

Federal ID#: \_\_\_\_\_

SaferSYS Rating: \_\_\_\_\_

SCAC: \_\_\_\_\_

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

800# : \_\_\_\_\_

Local Phone#: \_\_\_\_\_

Fax # : \_\_\_\_\_

After-Hours Dispatch #: \_\_\_\_\_

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

Website: \_\_\_\_\_

Dispatchers: \_\_\_\_\_

**Please Estimate Quantities of the Following Equipment Types:**

Tractors: \_\_\_\_\_ Vans \_\_\_\_\_ Reefers \_\_\_\_\_ Flatbed \_\_\_\_\_ Specialized \_\_\_\_\_

**Please Complete the Following:**

\_\_\_\_\_ Smartway Certified \_\_\_\_\_ Drivers Carry TWIC Cards \_\_\_\_\_ TSA Certified

**Please return the following to Wilson Global Freight Brokers. Thank You**

1. Completed Carrier Information sheet.
2. Completed Payment Information.
3. Complete signed Broker-Carrier Agreement with every page initialed.
4. Form W-9
5. Contract or Common Carrier Authority
6. Send a minimum of three (3) Trade References
7. Copy of your CARGO and AUTO LIABILITY insurance showing Wilson Global Freight Brokers as additional insured



Wilson Global Freight Brokers  
 600 West Ridge PKWY, Suite 714  
 McDonough, GA 3023

CARRIER PACKETBROKER / CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Wilson Global Freight Brokers ("BROKER"), a Registered Property Broker, Lic. No. MC-995171, and \_\_\_\_\_ (Your Company Name), a Registered Motor Carrier, Permit/Certificate No. MC- \_\_\_\_\_ (Your Company MC Number) ("CARRIER"); collectively, the "Parties." ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.).

**1. CARRIER REPRESENTS AND WARRANTS THAT IT**

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, assign, or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state, and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## CARRIER PACKET BROKER / CARRIER AGREEMENT

maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. Carrier must add Wilson Global Freight Brokers as certificate holder before freight can be moved.

i. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, and property damage, or such other amounts as mutually agreed by the Parties in writing, BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

ii. Except for CARRIER's liability under Par. 1.E, unless otherwise agreed to in writing, and regardless of whether the Parties' insurance as referred to in sub par i) above, is valid or provides coverage, the Parties' indemnity obligations shall not exceed the monetary insurance limits referred to in sub pari).

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration(FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional."

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

## **2. BROKER RESPONSIBILITIES**

A. SHIPMENTS, BILLING, & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3)loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## CARRIER PACKETBROKER / CARRIER AGREEMENT

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

### D. PAYMENT

i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. Provided CARRIER is not in default under the terms of this Agreement, Broker agrees to pay CARRIER's invoice within **28 (twenty-eight)** days of receipt of all paperwork required to process payment, which includes, but is not limited to: an invoice showing the BROKER PO #, Signed BROKER Rate Confirmation, the bill of lading or proof of delivery, unloading receipts, and proper factoring information. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER **60 (sixty)** (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$10,000 (ten thousand dollars) and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

### **3.CARRIER RESPONSIBILITIES**

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

#### **C. LOSS & DAMAGE CLAIMS:**

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage; and

ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of Carrier under sub par (ii) above.

iv. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 28 (twenty eight) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

**28 (twenty eight)** day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

vi. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under subpar b) above, shall not exceed \$100,000 (one hundred thousand dollars) unless CARRIER is notified by BROKER or Shipper of the increased value 3 (three) days prior to shipment pick up.

vii. CARRIER is fully responsible and liable for cargo damage, loss, or theft from any cause for any one shipment once the commodity is in the CARRIER's care, custody, and control. It is the CARRIER's responsibility to know what the commodity is, what its value is, and if the CARRIER's cargo liability insurance will cover the damage, loss, or theft of this commodity from any cause, having fully considered the exclusions and limitations of the CARRIER's cargo liability insurance. If a claim should arise and the cargo liability is found to be none existent or insufficient the CARRIER is personally responsible to indemnify (to make compensation to for incurred hurt, loss, or damage) the shipper for the commodity.

D. INSURANCE: CARRIER shall furnish BROKER as Certificate(s) holder of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: 1) Public (Auto) liability \$1,000,000 (one million dollars); motor vehicle

(including hired and non-owned vehicles), 2) Cargo damage/loss, \$100,000 (one hundred thousand dollars), and 3) Workers' compensation with limits required by law. Except for the higher coverage limits which maybe specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. REQUIREMENTS FOR REFRIGERATED LOADS:

i. Trailers hauling produce must have an air chute for proper circulation. It is the driver's responsibility to make sure the air chute is not damaged, obstructed, or blocked in any way.

ii. The driver is responsible for making sure proper space is provided for air circulation in front, rear, top, bottom, and between the load.

iii. Prior to loading, confirm that the reefer unit is working properly, and pre-cool trailer to required temperature.



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

iv. Check pulp temperature of the product to ensure that it has been pre-cooled. Do not accept any fresh product pulping over two (2) degrees above or below the required temperature noted on BROKER Rate Confirmation. If the temperature on the BROKER rate confirmation differs from that on the Bill of Lading, call BROKER before signing the Bills of Lading at the shipper. If the load is accepted contrary to the terms on BROKER Rate Confirmation, CARRIER accepts all risk or resulting loss. Make sure the pulp temperature of the product loaded is marked on the original Bill of Lading and that the driver agrees with that temperature.

v. When the driver signs the Bill of Lading, he/she is confirming that he/she received the correct product and correct count at the proper temperature. Be sure the driver agrees with the information on the Bill of Lading.

vi. Maintain continuous temperature noted on our Rate Confirmation in-route, unless otherwise instructed by BROKER. If you do not, you assume all risk of loss resulting.

### **G. GENERAL CARRIER RESPONSIBILITIES:**

i. Any product that is to be disposed of needs to have written consent from BROKER before disposal.

ii. Driver must have a minimum of two load locks to secure the load.

iii. CARRIER agrees that they are in compliance with safety regulations according to federal, state, and local requirements.

iv. Loads that are sealed at the shipping point are to remain sealed until authorized representative at the Receiver breaks the seal. If the seal is broken by an unauthorized person, the CARRIER becomes 100% liable for the cost of the product and any other expenses.

v. BROKER reserves the right to offset any claim(s) with pending invoices. vi. Failure to contact BROKER in the event that your truck is not fully load, or has been loaded with an incomplete order, will result in a pro-rated final settlement.

vii. Upon submittal of invoice, CARRIER shall submit original lumper receipts. If receipts are not submitted with the invoice, BROKER will contact CARRIER to request the lumper receipts. CARRIER will be given till 5 p.m. the day following receipt of invoice to provide receipts via fax or email, or CARRIER forfeits the right to be reimbursed for lumper expenses.



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

viii. By signing this agreement, CARRIER hereby covenants and agrees that for each current and/or future load, the driver for the load will have enough available hours of service to pick up and complete delivery of the tendered load within time frames dictated by BROKER and/or its customer(s) without violating the FMCSA hours of service regulations contained in 49 CFR.

### **4. MISCELLANEOUS**

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

#### **C. WAIVER OF PROVISIONS:**

i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC(TAM), American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR), at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM nearest Cincinnati OH or such other place as





Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in the State of Ohio. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of North Ohio shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

### **E. NO BACK SOLICITATION**

i. CARRIER shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: such shipments of the shipper, consignor, consignee, or BROKER customer were first tendered to CARRIER by BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 (twenty-four) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

### **F. CONFIDENTIALITY:**

i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.



Wilson Global Freight Brokers  
600 West Ridge PKWY, Suite 714  
McDonough, GA 3023

## **CARRIER PACKETBROKER / CARRIER AGREEMENT**

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (pars 2.B and 2.C).

### I. NOTICES:

i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed(electronically acknowledged on paper) fax.

ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.



Wilson Global Freight Brokers  
 600 West Ridge PKWY, Suite 714  
 McDonough, GA 3023

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

**(BROKER)**

LaToya Cathoun

**Company Name**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Title**

600 Westridge Parkway, Suite 714

**Company Address**

McDonough, GA 30253

**City, State, Zip Code**

682-218-7417

**Phone Number**

**(CARRIER)**

\_\_\_\_\_

**Company Name**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Company Address**

\_\_\_\_\_

**City, State, Zip Code**

\_\_\_\_\_

**Phone Number**



Wilson Global Freight Brokers  
 600 West Ridge PKWY, Suite 714  
 McDonough, GA 3023

**BROKER / CARRIER AGREEMENT**

**ADDENDUM "A"**

**TRANSPORTATION OF FRESH FRUITS AND VEGETABLES**

This Exhibit "A" Addendum is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the Broker/Carrier Agreement between the Parties dated \_\_\_\_\_, 20\_\_\_\_. In consideration of compensation, terms and conditions set forth in the Broker/Carrier Agreement; and in acknowledgment that:

- 1) Fresh fruits and vegetables are classified as exempt freight by the U.S. Department of Transportation and their transport is not subject to economic regulation under US Federal Regulations, and
- 2) Broker is a member of the Dispute Resolution Corporation ("DRC"); Carrier regardless of whether it is a member of DRC expressly agrees to be bound by the terms of the DRC arbitration rules identified below; and
- 3) The Parties agree that the rules and procedures to be applied, in the event of a dispute arising out of the Agreement when fresh fruits and vegetables are transported by Carrier, shall be resolved as set forth below:
- 4) Unless otherwise agreed in writing, the rules, regulations, and procedures of the Dispute Resolution Corporation in effect on the date of the loss or damage ( for each truckload) will apply. Those rules are incorporated herein by reference and are available at [www.fvdrc.com](http://www.fvdrc.com). The DRC arbitration rules, regulations and procedures shall be applicable regardless of whether the loss or damage occurs in USA, or Canada.
- 5) Any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration administered by the Dispute Resolution Corporation in accordance with its published rules and procedures. Judgment on the Award rendered by the arbitrator(s) maybe entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover costs of arbitration and legal fees in any arbitration action hereunder, as well as those incurred in the enforcement of any award of arbitration.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BROKER CARRIER**

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

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



Wilson Global Freight Brokers  
 600 West Ridge PKWY, Suite 714  
 McDonough, GA 3023

**CARRIER PACKET PAYMENT TERMS**

Remittance Address:

\_\_\_\_\_

Factoring Company: (Please send Notice of Assignment)

\_\_\_\_\_

Factoring Remittance Address :

\_\_\_\_\_

***THIS SECTION MUST BE FILLED OUT: ADVANCE POLICY***

No Advances to Company

DO YOU REQUIRE A 1099?

No Advances to Dispatchers

YES / NO (Circle One)

No Advances to Drivers

Advances May Be Given to Any Company Representative

**Advance Terms:**

1. Wilson Global Freight Brokers can only issue an Advance upon confirmation from the shipper that the truck has been loaded.
2. \$35 will be deducted from your invoice for each Advance issued for anything other than unloading.
3. Carrier may be issued fuel advances up to 40% of agreed upon rate, with a maximum advance of \$2000. Please indicate which of the following payment terms you would like to be set up with.

Please indicate which of the following payment terms you would like to be set up with. *Your selection will remain your permanent payment term until Wilson Global Freight Brokers is notified in writing that you would like your term changed.* If this form is not completely filled out, signed, and returned, your default payment term will be 28 days. All payment terms are calculated from the day Wilson Global Freight Brokers receives the paperwork.

\_\_\_\_\_ 28 Days—no fees—check mailed within 21 days of Wilson Global Freight Brokers receiving your paperwork.

\_\_\_\_\_ 3% 5 Day—3% service charge will be deducted from the gross truck rate. A check will be issued within 5 business days of Wilson Global Freight Brokers receiving your paperwork. This will be my regular payment term. QuickPay will not be guaranteed if there are any problems with the load such as incorrect paperwork, overages, shortages, damaged product, late delivery, temperature issues, etc.

All paperwork must include: 1. Original BOL/POD signed by the receiver. 2. Any unloading or pallet receipts. (See Section 3.G of the Broker - Carrier Agreement for Terms and Conditions.) 3. Copy of the signed Wilson Global Freight Brokers Rate Confirmation. 4. All invoices must be sent to the Wilson Global Freight Brokers, At 600 Westridge Pkwy, Suite 714 McDonough, GA 30253 or via email at contact@wicfreightnow.com. Failure to do so may result in a delay of payment.

Payment Terms Authorization Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative Signature

Name Printed

Date