



## **EXPERT TRANSPORTATION SERVICES, INC.**

**1202 BUTLER RD.  
FREEPORT, PA 16229  
TOLL FREE: 1.800.718.3453  
PHONE: 724.295.1202  
FAX: 724.295.1249**

**President: Don L. Smetanick  
Secretary: Mary Ann Worek  
Treasurer: Roy Anthony**

**Federal ID#: 25-1787213  
MC#: 303702  
Dun & Bradstreet: 008055308**

**Bank Information: Nextier Bank – Saxonburg, PA Office  
Bank Official: Tara Benett  
Phone: 724.352.9670**

### **Credit References:**

**Fillmore Freight Lines – East Liverpool, OH 800.321.0094**

**L&G Logistics – Tuscumbia, AL 256.381.1702**

**Ronald Gross Trucking – Cabot, PA 724.352.1270**

**Gypsum Express – Baldwinsville, NY 315.638.2201**



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### **BROKER CONTRACT CARRIER AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **Expert Transportation Services, Inc. (ETS)**, 1202 Butler Road, Freeport, PA 16229, hereinafter referred to as **Broker**, and \_\_\_\_\_ of \_\_\_\_\_ a certified contract motor carrier, hereinafter referred to as **Carrier**.

#### **WITNESSETH:**

**Whereas**, Brokers holds a license to serve as property broker from the Federal Highway Administration (FHWA) pursuant to License No. MC-303702, Sub 0 B.

**Whereas**, Carrier, as independent contractor, desires to furnish motor carrier service to Shipper on behalf of the Broker for the Transportation of General Commodities and represent that they are a duly qualified contract carrier in interstate commerce under permit MC-\_\_\_\_\_ issued by the Interstate Commerce Commission, attached hereto as Appendix 2.

**Now, Therefore**, in consideration of the promises and mutual agreements herein contained, the parties hereto agree as follows:

**1**

**Compliance with Laws.** Carrier agrees to comply with all federal, state and local laws regarding the provision of transportation service and this Agreement, including all requirements applicable to the loading, unloading, transporting and/or handling of hazardous materials and compliance with all environmental protection requirements related thereto. Broker and Carrier agree that this agreement was drafted in accordance with Title 49 of the Code of Federal Regulations, Part 1053, section 1053.1.

**2**

**Brokerage Service.** Broker intends to tender for transportation shipments originating from Broker's customer accounts to Carrier from time to time. At this time Carrier will advise Broker if it accepts transportation of the individual shipment. Carrier will obtain or cause to be executed a Bill of Lading in favor of the Broker's customer (hereinafter "Shipper"), and will transport the shipment in a prompt, dependable and reliable manner in

compliance with all applicable laws and will obtain from the consignee and executed delivery receipt.

### 3

**Minimum Quantity.** Broker will tender to Carrier for transportation an average of no less than three (3) shipments per term of agreement and Carrier agrees to transport an average of at least three (3) shipments per term of agreement. If, during the agreement period, either party fails to tender to the other party the agreed upon number of shipments, the offending party shall pay to the other party, as liquidating damages and not as penalty, the sum of Ten (\$10.00) Dollars.

### 4

**Payment To Carrier.** The compensation which shall be paid by Broker to Carrier for the transportation services shall be agreed upon by the parties prior to the performance of any service by Carrier and set forth in Appendix 1. The parties may agree from time to time to change the rates and charges set forth in Appendix 1 or to add new rates and charges. In such event, Broker shall prepare a written rate confirmation, which shall include all pertinent terms pertaining to the specific transportation movement necessitating a new or modified rate, including the new contract rate. The rate confirmations shall be telefaxed by the Broker to the Carrier. All such rate confirmations shall be incorporated into this Agreement as part of Appendix 1, which shall be retained by the parties for the period of time required by applicable law. Carrier shall notify Broker in writing prior to the beginning of the transportation service of any disagreement with the terms of the rate confirmation. Absent any such communication from the Carrier, the Carrier shall be deemed to have accepted the rate and the terms of the rate confirmation shall be binding on Broker and Carrier with respect to the involved shipment.

Carrier agrees that the rate and/or the charges cited in Appendix 1 will not be subject to a particular tariff item or as a rule which may be published in another part of an individual Carrier tariff or incorporated by reference as "governing" tariff as well as other tariffs published by Motor Carrier Rate Bureaus and other such entities.

Carrier agrees to hold the Broker harmless from any action that may be taken by the Federal Highway Administration or State Authorities that may require the Broker to pay rates or charges different from those specified, which have been knowingly and voluntarily agreed to by the parties of the Agreement. Compensation shall be paid to Carrier by Broker within thirty (30) days of receipt of the required Carrier documents. Required Carrier documents are:

- a) Carrier's freight bill.
- b) Copy of the Shipper's Bill of Lading free and clear of loss and/or damage claims.
- c) Original delivery receipt free and clear of loss and/or damage claims.

Carrier agrees that it shall invoice Broker directly for its freight charges pursuant to this Agreement and that it will not invoice Broker's customer without the prior written consent of Broker.

5

**Bill of Lading.** Carrier shall issue or cause to be issued a uniform Straight Bill of Lading on each shipment transported by Carrier. Carrier warrants that all shipments shall be transported within the terms and conditions of the uniform Straight Bill of Lading and that if Carrier deviates from these terms and conditions that Carrier will save and hold Broker harmless from all claims of loss or damage to cargo and any loss of use of product claims that may arise.

Carrier's duties and responsibilities under this Agreement and for the shipment evidenced by the receipt or Bill of Lading shall commence at the time the shipment is placed upon Carrier's trailer and the execution of the receipt or Bill of Lading by Carrier and shall end when the shipment is unloaded from the Carrier's trailer and a free and clear delivery receipt has been executed by consignee.

6

**Insurance Warrant.** The Carrier Warrants that it has personal injury, property damage and cargo insurance coverage in the amount of at least named below in the form specified by the Federal Highway Administration.

<u>Type of Insurance</u>	
Property Damage and Bodily Injury Liability	\$1,000,000
Cargo	\$100,000
General Liability	
Workman's Compensation	

Carrier agrees that it will maintain said liability and cargo insurance during the term of this agreement. Carrier shall cause the Broker to be named as an additional insured on Carrier's insurance certificate and be so notified by Carrier's insurance company in writing no less than thirty (30) days prior to the cancellation of any insurance coverage.

7

**Loss And Damage Claims.** Carrier and Broker agrees that all claims for any loss, damage or delay of any shipment that may occur while the cargo is in the Carrier's possession will be resolved in accordance with the provisions contained in the Code of Federal Regulations 49 CFR, Part 1005.

Carrier warrants that it will notify the Broker in the event any exceptions or notations are made on the Bill of Lading and/or delivery receipt regarding the condition of the cargo by either the shipper or consignee at the time the shipment is picked up or delivered. In the event the Carrier fails to notify the Broker of any exception to the condition of the cargo, the Carrier may be subject to a penalty of one hundred (\$100.00) dollars per each incident. Broker reserves the right to the final disposition of the settlement of any loss and damage claim. Carrier agrees that it will communicate with the Broker exclusively and not the shipper, consignee and/or owner of the cargo regarding loss and damage to the cargo.

Carrier acknowledges that the Broker may utilize other carriers to facilitate the movement of any delayed shipment. In the event the Carrier fails to complete any trip undertaken by it, and the Broker, or any with which the Broker contracts, completes such trip, Carrier

shall be responsible for reasonable and necessary costs, charges, fees and expenses related thereto.

## 8

**Transit Delay.** Carrier warrants that it will notify the Broker of any delays that may occur in transit that may cause the Carrier to not effect delivery of the shipment as expected and conveyed to Carrier at the time of tender of shipment by broker. In the event the Carrier fails to effect delivery of shipment as expected, the Carrier is pre-notified that it will be assessed a late delivery penalty of one hundred (\$100.00) dollars per each 24-hour period or fraction thereof that the shipment is deemed delivered late. Broker also reserves the right to intercept and confiscate a shipment that is delayed in transit beyond a reasonable transit period to effect delivery by any reasonable means.

## 9

**Indemnification.** Carrier shall be solely liable for the safe transportation of all shipments entrusted to its care, and will be responsible to the Broker for any and all loss of and/or damage to the shipments occurring when the said shipments remain in the care and custody of the Carrier or any person to whom the Carrier may have entrusted the goods. Carrier indemnifies, save and holds Broker harmless from all claims of loss, damage or personal injury, including wrongful death and attorney's fees, which occur or may be alleged to have occurred in the transportation of such shipments.

## 10

**DOT Safety Rating.** Carrier warrants that it possesses and will maintain a satisfactory safety rating issued by the U.S. Department of Transportation (DOT). Carrier understands that the loss of its DOT Satisfactory rating jeopardizes a continuation of this Agreement. In the event that Carrier's safety rating declines to "conditional", the Carrier shall have six (6) months from the date the rating is issued by the DOT to resume a Satisfactory safety rating; otherwise, this contract will be terminated under the provisions outlined herein.

## 11

**Transportation Service.** Carrier hereby agrees that it will:

- a) \_\_\_ Furnish the transportation service through the assignment of motor vehicles for a continuing period of time for the exclusive use of Broker's customer account(s).
- b) \_\_\_ Furnish the transportation service, designed to meet the distinct need(s) of Broker's customer account(s).

## 12

**Force Majeure.** Carriers' delay in sending trucks or in receiving, loading, delivering or transferring shipper's freight by them hereunder are excused when occasioned by war, rebellion, riots, Acts of God, fire, authority of law.

## 13

**Confidentiality And Assignment.** Unless the parties agree in writing to a partial or complete waiver, or unless required by law the parties shall keep confidential and not disclose to any third party and shall direct their officers, employees and agents to keep confidential and not disclose to any third party all information concerning shipments

covered by this Agreement, including without limitation the property transported, the origin and destination, route, consignor, consignee, and number of shipments, except to the extent required for freight billing, auditing and collection purposes. The rights and obligations of the parties under this Agreement are personal. This Agreement shall not be assigned or transferred by the Carrier or the Broker, in whole or in part, without the prior written consent of the other party.

#### 14

**Non-Waiver Of Duties.** Carrier shall not assign, transfer or delegate to any person, firm or corporation, its rights and duties under this Agreement, without first obtaining the consent, in writing, from the Broker.

#### 15

**Waiver.** Carrier hereby specifically agrees to the rates set forth in the Agreement, and waives and relinquishes any claim for undercharges or backcharges of any type, on its behalf or that of any successors or assignees.

#### 16

**Good Faith And Fair Dealing Warranty.** It is recognized that the Carrier and the Broker are individual business entities and the Carrier may transport property for any shipper and/or broker; however, the Carrier must recognize that the shipment that the Broker tenders to the Carrier is done so with the reservation that the Carrier does not circumvent the direct business arrangement it has with the Broker and solicits the Shipper involved in this business transaction for future transportation services without the Broker's knowledge.

WHEREFORE, the parties herein agree as follow:

The Carrier shall not solicit traffic from any shipper, consignee or customer of the Broker, where

- 1) The availability of such traffic first became known to the Carrier as a result of the Broker's efforts, or
- 2) Where the traffic of the shipper, consignee or customer of the Broker was first tendered to the Carrier by the Broker.
- 3) Nor shall it accept traffic from any such shipper, consignee or customer of the Broker.

In the event the Carrier breaches this Agreement during a one (1) year period and begins to transport shipments for any shipper for which the Carrier first transported shipments tendered through the broker during such a period of time, the Carrier agrees to pay the Broker liquidating damages in the amount of ten percent (10%) of the total freight charges per each shipment tendered thereafter on a direct basis by the Carrier and shipper.

#### 17

**Contract Retention.** Broker and Carrier agree to abide by the terms and conditions of the U.S. Code Section 10701<sup>©</sup> (3) which specifies that all parties maintain for the life of the Agreement, copies of the same and for three (3) years thereafter, and that a copy of this Agreement be made available to the Federal Highway Administration upon their request.

## 18

**Entire Agreement.** This Contract supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matters. This Agreement may not be assigned without the written consent of both parties.

## 19

**Term.** This Agreement shall become effective on the date specified below and shall continue in effect for a period of one (1) year, which shall be the initial term of this Agreement. This Agreement shall be automatically renewed thereafter from year to year, effective on the anniversary date of this Agreement. This Agreement may be terminated by either party at any time by providing a written notice of termination to the party which shall be received at least thirty (30) days prior to the effective date of termination.

## 20

**Jurisdiction.** This Agreement is made and entered into in the State of Pennsylvania and shall be governed and interpreted by the laws of that State.

## 21

**Venue.** The domicile of the Broker shall determine the venue for purpose of any legal action instituted by either party in connection with this Agreement.

## 22

**Carrier Is An Independent Contractor.** Carrier is an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in providing transportation services. Carrier shall have exclusive responsibility for the hiring, supervising, disciplining and discharging of drivers, helpers and other personnel. Broker has no right to and will not control or attempt to control the manner or means by which the Carrier performs the service contracted for this Agreement. Carrier assumes full responsibility for the acts and omissions of the drivers and others engaged by it and for the payments of all local, state and federal payroll and/or withholding taxes; contributions or taxes for unemployment insurance, worker's compensation, old age pensions, Social Security, or other social security related protection; and all other costs related to the employment of person engaged in the performance of transportation services. Carrier agrees to comply with all laws, rules and regulations applicable to its employment of persons to perform services pursuant to this Agreement. Carrier is not authorized or empowered to obligate or bind the Broker as to third parties in any manner whatsoever.

## 23

**Compliance With Laws.** Carrier shall comply with all federal, state and local laws, rules, regulations and ordinances relating to this Agreement or applicable to the Carrier's performance under this Agreement, including without limitation all federal, state and local tax laws, Social Security laws, unemployment compensation laws, and worker's compensation laws, and shall give adequate notice to proper authorities with respect thereto. Prior to beginning performance under this Agreement, the Carrier shall secure

and pay for all necessary licenses or permits to carry out the performance of its obligations under this Agreement. Carrier shall comply with all federal, state and local laws, rules regulations and ordinances relating to its loading, unloading, transporting and/or handling of the commodities to be transported by the Carrier pursuant to this Agreement, including any and all requirements applicable to loading, unloading, transporting and/or handling of hazardous materials and compliance with all environmental protection requirements related thereto.

**24**

**Carrier's Equipment And Drivers.** Carrier shall, at its sole cost and expense, operate its motor vehicle equipment in a legal and lawful manner and shall maintain the equipment in good, safe and lawful operating condition at all times. Broker shall have the right to terminate this Agreement if the Carrier's equipment is not maintained and operated within the limits of the law. Carrier shall, at its sole cost and expense, employ in the operation of such vehicles and equipment fully qualified personnel, shall procure and maintain such licenses and permits as are required by local, state or federal authorities with respect to such transportation services and shall comply with the laws and regulations applicable thereto. Carrier shall bear the costs and expenses of the furnishing of all fuel, oil, tires and other parts, supplies and equipment necessary or required for the safe operation and maintenance of the equipment. Carrier shall bear all expenses, including the expense of road service and repair, in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition. Broker shall not be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by confiscation or seizure of Carrier's equipment by any public authority. Carrier's equipment is to be clean, odor-free, dry, leak proof and free of contamination and infestation. Said equipment shall be subject to inspection for suitability and cleanliness by Broker and/or third party vendor. The cleanliness or suitability of equipment must meet Broker and/or third party vendor standards of acceptability for the specific products to be transported.

**25**

**Non-Exclusive Agreement.** The parties agree that this is a non-exclusive agreement. Carrier shall be free to accept freight for transportation from shippers other than Broker and Broker shall be free to tender freight for transportation to motor carriers other than Carrier.

**BROKER:**

Expert Transportation Services, Inc.  
1202 Butler Road  
Freeport, PA 16229

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

**CARRIER:**

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

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





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### **Security Questionnaire**

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

Home Office Address: \_\_\_\_\_

Operations Manager: \_\_\_\_\_ Emergency Number: \_\_\_\_\_  
(mandatory)

Direct Dial Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Dear Manager:

Many of the moves you are/have been handling for our company are of high value and high-target items. Security of the load, equipment and personnel is of utmost importance if our business relationship is to continue. We have been asked by our customers to furnish the following information for all carriers being used for product transportation.

1. Is all equipment used, owned by your company? \_\_\_\_\_
2. Are all drivers, company or permanently leased owner-operators? \_\_\_\_\_
3. Are drivers bonded? \_\_\_\_\_ What are your screening policies? \_\_\_\_\_  
\_\_\_\_\_
4. Is the tractor/trailer equipped with alarm systems, shut-off systems, by the driver or company, anti-hijacking steering devices, Lo-Jack? \_\_\_\_\_
5. Supply detailed policy on anti-hijacking training procedures:
6. How often is team service available? \_\_\_\_\_  
Please also add any additional comments relevant to security/training procedures:
7. How often are drivers required to call into dispatch? \_\_\_\_\_

**In order to continue conducting business, this questionnaire must be completed and returned ASAP by fax to:  
Expert Transportation - 724.295.1249**

Thank you for your time.

Mary Ann Worek, Manager  
Expert Transportation Services, Inc.



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## CARRIER PROFILE

Dear Carrier:

Thank you for completing this profile and faxing it back to us at your earliest convenience.

Number of Trucks: \_\_\_\_\_

<u>Equipment</u>	<u>Size</u>	<u>Special Services</u>
Van _____	45' _____	Air Ride _____
Ref _____	48' _____	Carry Plts _____
SS Ref _____	53' _____	Drop Trailers _____
Flats _____	57' _____	Cartage _____
F/Sides _____	Pups _____	Teams _____
S/Drop _____		Warehousing _____
D/Drop _____		Hazardous Mat _____
Other _____		LTL Service _____

Do your trucks have Satellite tracking? \_\_\_\_\_

Do your drivers have pagers/cell phones? \_\_\_\_\_

### Locations:

AL \_ DE \_ IN \_ ME \_ NC \_ NV \_ RI \_ VA \_ Alaska \_  
 AR \_ FL \_ KS \_ MI \_ ND \_ NY \_ SC \_ VT \_ Hawaii \_  
 AZ \_ GA \_ KY \_ MN \_ NE \_ OH \_ SD \_ WA \_ Mexico \_  
 CA \_ IA \_ LA \_ MO \_ NH \_ OK \_ TN \_ WI \_ Canada \_  
 CO \_ ID \_ MA \_ MS \_ NJ \_ OR \_ TX \_ WV \_  
 CT \_ IL \_ MD \_ MT \_ NM \_ PA \_ UT \_ WY \_



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### **Request for Certificate of Insurance**

**Date:** \_\_\_\_\_

**Insured's Complete Name/Address/Phone Number:**

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**Certificate Holder's Complete Name/Address/Phone/Fax Number:**

Expert Transportation, Inc.  
1202 Butler Road  
Freeport, PA 16229  
Ph: 724.295.1202  
Fax: 724.295.1249

**Certificate Holder's Verbiage to be utilized (if applicable)**

Please list any exclusions within the Cargo liability that would include hauling clothing or high priced items.

***Please return this request via fax to 724.295.1249***



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**Please list three trade references with phone numbers:**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

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3. \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_