



TRIANGLE-J BROKERAGE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____
20____ between Triangle-J Brokerage, Inc. hereinafter referred to as "*Broker* " and
_____, hereinafter referred to as "*Carrier*".

RECITALS:

- A. Broker is duly authorized to engage in the arrangement of transportation as a Broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "*Shipment*".
- B. Carrier is duly authorized to engage in shipments as a contract carrier of commodities. And desires to haul Shipments as requested by Broker.
- C. The Parties desire to enter into the Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

AGREEMENT:

1. Transportation of Commodities:

Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any shipment tendered to and accepted by Carrier. Broker agrees to offer the shipment and Carrier agrees to transport in its own equipment a series of Shipments on a continuing bases consisting of at least three Shipments during the life of this agreement.

2. Term:

This Agreement shall become effective on the date hereof and shall remain in effect for a period of one year from such date, and from year to year thereafter.



3. Obligations of Carrier: *Carrier agrees, with respect to each such Shipment:*

- a. That Carrier now has and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
- b. That Carrier will provide liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to freight in any single loss, or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will upon request, furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
- c. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair condition.
- d. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
- e. That Carrier will not cause or permit any Shipment to be transported by any other Motor carrier or any other substitute mode of transportation.
- f. That Carrier will be responsible for complying with all applicable state and federal regulation, including those of the Interstate Commerce Commission ("ICC") and Department of Transportation ("DOT").
- g. That Carrier shall be responsible for all Shipments while in transit and shall hold Broker harmless from and indemnify Broker against any claims of liability resulting from loss or damage to any freight transported by Carrier or to any claim for injury or damages resulting from the transportation of a Shipment, including all reasonable attorneys' fees and costs of defense. Carrier shall be liable for full loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other



Shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.

- h. That Carrier shall not claim, and hereby waives any right to claim, and liens in any Shipment.

4. Rates, Charges, and Payment:

Broker agrees to pay Carrier for transportation under this Agreement in accordance with the attached Payment Policy and load specific Carrier Rate Confirmation. **Broker agrees to pay Carrier within 30 days of receipt of Carrier's freight bill with attached Bill of Lading as proof of delivery.** Even though Carrier may hold authority from the ICC to operate as a common carrier and Carrier's rates and tariffs filed with the ICC shall not under any circumstances be applicable to any Shipment transported on behalf of Broker.

5. Representations:

- a. Broker hereby represents that it is duly authorized to operate as a broker under MC number 589729 and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.
- b. Carrier represents that it is duly authorized to engage as a contract carrier under ICC Permit No. MC _____ and it shall be duly licensed at the time of each Shipment.
- c. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result to the Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement and "back-solicits" the broker's customers, and obtains traffic from such a customer, the Broker then entitled, for a period of 24 months after the involved traffic first begins to move, to a commission from the carrier of 10% of the transportation revenue received on the movement of the traffic.



6. Miscellaneous:

- a. In the event of any conflict between this Agreement and any other document the terms and conditions of this Agreement shall control.
- b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the Parties.
- c. This Agreement shall be executed by the Broker in the State of Georgia and shall be construed under the internal laws of the State of Georgia.
- d. This Agreement may be executed in counterparts, and signed facsimile of this Agreement shall be considered an original for all purposes.
- e. For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.
- f. Carrier authorizes Triangle-J Brokerage, Inc. to invoice Shipper, Receiver, Consignor or Consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Triangle-J Brokerage, Inc. shall relieve Shipper, Receiver, Consignor, or Consignee of any liability to the Carrier for non-payment of charges.

Signature: *Will Jarriel*
Triangle-J Brokerage, Inc

Date: August 8, 2018

Signature: _____
Carrier Representative

Date: _____

Carrier Name: _____

Phone: _____

Carrier MC #: _____

Fax: _____

Carrier Address: _____

Email Address: _____



INVOICING PROCEDURES AND PAYMENT POLICY

All invoices will be paid 30 days from receipt of invoice, provided all paperwork is received in proper order. **Paperwork is to include: invoice, signed proof of delivery, unloading receipt (if applicable), signed carrier rate confirmation sheet, etc. Legible copies are acceptable for most loads and must be received in our office within 48 hours of delivery to avoid a penalty in the amount of \$100 per day.** Please email to ap@trianglejinc.com. In instances where originals are required, please mail to Triangle- J Brokerage Inc. PO Box 368, Collins, GA 30421.

As a service to our carriers we offer **Quick Pay** for a **3% fee**. Loads requesting Quick Pay will be processed within 24 hours of receipt of paperwork and payment issued via standard check. If you prefer to pick up your check at our office rather than having it mailed to you, please indicate so when submitting paperwork for payment. **At this time we DO NOT offer payment via ACH/direct deposit or ComCheck. Should you require FedEx- Overnight Delivery, the fee is \$50 for this service.**

*** Please indicate the payment terms you prefer below. If you desire to change payment terms at a later time, please provide notice in writing.

- _____ **Quick Pay (Deduct 3% of gross)**
- _____ **Standard 30 day**
- _____ **Pay to Factoring Company (Please include Notice of Assignment)******



UNLOADING CHARGES

We do reimburse unloading fees, provided we are notified of charges at the time of delivery and receipt is submitted with invoice. Unloading fees that are not reported at the time of delivery will not be reimbursed. **We DO NOT reimburse gate fees or tolls.** The driver is responsible for having sufficient cash on hand to pay for unloading services. If necessary, we will provide a ComData Express Code at the time of unloading, however a

\$10 Advance Fee will apply.

Signature: _____
Carrier Representative

Date _____

Title