

***Transportation Proposal Template***

**Company Name Here**

Company Ph. No Here

**Location:**

**Owner(s):**

**Contact Information:**

**Date:**

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# TRANSPORTATION PROPOSAL

(hereinafter called the “Agreement”)

BETWEEN:

MILL CREEK MOTOR FREIGHT LTD DBA

MILL CREEK MOTOR FREIGHT LP

P.O. Box 1120

Cambridge, Ontario N1R 5Y2

(hereinafter called the “Carrier”)

- and -

Carrier Name

Carrier Address

City, Province/State, Postal/Zip Code

(hereinafter called the “Contractor”)

IN CONSIDERATION of the mutual terms, conditions and covenants contained in this

Agreement, the parties agree as follows:

# 1. PURPOSE OF AGREEMENT

This Agreement describes the terms and conditions under which the Contractor agrees to

transport and deliver property, goods, materials and commodities with its vehicles, for

and on behalf of the Carrier.

# 2. CONTRACTOR’S DUTIES

The Contractor shall accept, handle, secure, transport and deliver the property, goods,

materials and commodities which form the subject matter of this Agreement, without

delay caused by anything within the Contractor’s control, to such place or places as the

Carrier shall designate at rates agreed to by the Contractor and the Carrier. The

Contractor shall supply the equipment and bear all costs and expenses in connection with

the equipment and services being provided. All mileage and rates will be confirmed by

the Carrier Agreement.

# 3. DELIVERY

The Contractor’s responsibility with respect to the property, goods, materials and

commodities which it has agreed to accept, handle, service, transport and deliver shall

attach as to each portion of the property, goods, materials and commodities when such

property, goods, materials and commodities are being loaded upon the Contractor’s

vehicle, and shall terminate when the property, goods, materials and commodities are

unloaded at their destination and a delivery ticket is signed without reference to any loss

or damage by the recipient.

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# 4. INDEMNITY

The Contractor shall indemnify the Carrier from all liabilities and claims made against

the Carrier as a result of the Contractor’s actions while the property, goods, materials or

commodities are in the possession of the Contractor, including but not limited to

misdelivery of the property, goods, materials or commodities by the Contractor, or from

failure or neglect of the Contractor to pick up and deliver same with reasonable

promptness. Property, goods, materials or commodities commodities whatsoever, that are caused by, result from, or are attributable to or connected in any way with, whether directly or indirectly, the handling, receiving,

transporting or delivery of property, goods, materials or commodities by the Contractor,

its agents or employees under or arising from this Agreement notwithstanding any

declared value which may be included in a bill of lading, and the Contractor shall defend

the Carrier in the name of the Carrier from and against any and all such claims.

shall be deemed to be in

possession of the Contractor from the time they are being loaded upon the Contractor’s

vehicle until they are unloaded at their destination and a delivery ticket is signed without

reference to any loss or damage by the recipient. In addition, the Contractor shall

indemnify the Carrier, its customers, contractors, subcontractors, agents and employees

against all liabilities and claims (including legal fees on a solicitor and his own client

basis) of every nature and kind whatsoever arising out of injuries to or any death of any

person whosoever, or damage to or destruction of any property, goods, materials or

# 5. INSURANCE

The Contractor shall maintain in effect at all times with insurers which shall be

acceptable to the Carrier a bodily injury and property damage public liability insurance

policy with minimum limits of $5,000,000.00, and worker’s compensation coverage, with

insurers and limits which shall be acceptable to the Carrier. The Contractor shall cause

the Carrier to be named as an additional insured party under the said policies of

insurance. The Contractor shall furnish to the Carrier certificates of insurance evidencing

such coverage immediately upon written request by the Carrier and shall provide thirty

(30) day written notification to the Carrier of any change in coverage or pending

expiration.

The Contractor shall also maintain in effect at all times cargo liability insurance with

insurers and limits which shall be acceptable to the Carrier and the Contractor and shall

furnish to the Carrier certificates of insurance evidencing such coverage immediately

upon written request by the Carrier and shall provide thirty (30) day written notification

to the Carrier of any change in coverage of pending expiration. The Contractor shall

cause the Carrier to be named as an additional insured party under the cargo liability

insurance policy.

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As of the date of this Agreement, the Contractor holds the following insurance pursuant

to the requirements above:

|  |  |  |
| --- | --- | --- |
| **Insurance** | **Policy Number & Insurer** | **Expiration Date** |
| Bodily Injury and Property  Damage Public Liability  Insurance |  |  |
| Workers Compensation Coverage |  |  |
| Cargo Liability Insurance |  |  |

# Insurance Policy Number & Insurer Expiration Date

Bodily Injury and Property

Damage Public Liability

Insurance

Workers Compensation

Coverage

Cargo Liability Insurance

# 6. RELATIONSHIP

The Contractor shall be an independent contractor and shall not be (nor shall its

employees be deemed) an agent, employee, partner or joint venture of the Carrier. The

Contractor shall direct the operation of its employees and equipment in all respects and

will determine the method, means and manner of performance including, but not limited

to, choice of routes, points of service and rest stops.

# 7. TAXES AND ASSESSMENT

The Contractor shall assume full responsibility to pay, under any existing or future laws,

all taxes and assessments arising out of the services and operations contemplated by this

Agreement.

# 8. OPERATIONS

All operations of the Contractor are to be conducted in a safe manner and in compliance

with all federal, provincial, state and local laws, statutes, ordinances, standards, rules and

regulations.

All equipment furnished by the Contractor, including auxiliary equipment required by the

Carrier, shall be fully operable and in good operating condition, shall meet the

specifications of the Carrier and any regulatory or government authority of competent

jurisdiction and shall be maintained fully operable and in good operating condition by the

Contractor at the Contractor’s sole expense, during the term of this Agreement.

# 9. PAYMENT

Upon receipt of all required documentation for shipments for which the Contractor’s

services are billed, the Carrier shall pay the Contractor for the services performed by the

Contractor for the Carrier at the rates agreed to by both the Contractor and the Carrier.

All required documentation and Contractor’s original invoice must be received by the

Carrier within two (2) months from the time services were rendered. Invoices received

after two (2) months will be paid solely at the Carrier’s discretion.

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