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***Transportation Proposal Template***

**Location:**

**Owner(s):**

**Contact Information:**

**Date:**

**Company Name Here**

Company Ph. No Here

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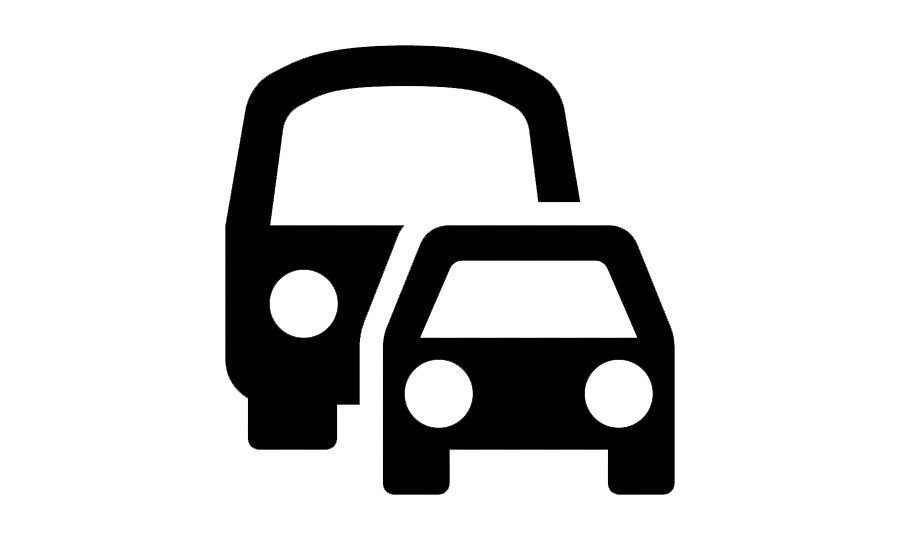


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# Description

THIS Proposal is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_, by and

between RGT Logistics, LLC. (“BROKER”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("CARRIER").

# I.

# Recitals

A) BROKER is a licensed transportation broker that controls the transportation of freight

under its contractual arrangements with various consignors and consignees (the

“Customer”);

B) CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate

commerce and is qualified, competent and available to provide for the transportation

services required by BROKER.

# II.

# Agreement

1. TERM.

The Term of this Agreement shall be for one (1) year and shall automatically

renew for successive one (1) year periods; provided, however, that this Agreement may be

terminated at any time by giving thirty (30) days prior written notice.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER

represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the

transportation services contemplated herein. CARRIER further represents and warrants that it

does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of

Transportation, and further agrees to comply with all federal, state and local laws regarding the

provision of the transportation services contemplated under this Agreement. In the event that

CARRIER is requested by BROKER to transport any shipment required by the U.S. Department

of Transportation to be placarded as a hazardous material, the parties agree that the additional

provisions included in Appendix A shall apply for each such shipment.

3. PERFORMANCE OF SERVICES. CARRIER's services under this Agreement are

specifically designed to meet the distinct needs of BROKER under the specified rates and

conditions set forth herein. CARRIER shall transport all shipments provided under this

Agreement without delay, and all occurrences which would be probable or certain to cause

delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not

grant CARRIER an exclusive right to perform the transportation related services for BROKER or

its Customer.

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by

a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery

of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and

quantity of product delivered to the consignee of such shipment at the destination specified by

BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the

consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of

receipt or contract shall be subject and subordinate to the terms, conditions and provisions of

this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill

of lading or delivery receipt.

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5. CARRIER'S OPERATIONS. CARRIER shall, at its sole cost and expense: (a) furnish all

equipment necessary or required for the performance of its obligations hereunder (the

"Equipment"); (b) pay all expenses related, in any way, with the use and operation of the

Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance;

and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full

control of such personnel; shall perform the services hereunder as an independent contractor;

and shall assume complete responsibility for all state and federal taxes, assessments,

insurance (including, but not limited to, workers’ compensation, unemployment compensation,

disability, pension and social security insurance) and any other financial obligations arising out

of the transportation performed hereunder.

6. INDEMNITY. CARRIER shall defend, indemnify, and hold BROKER harmless from and

against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's

fees, arising out of or in any way related to the performance or breach of this Agreement by

CARRIER, its employees or independent contractors working for CARRIER (collectively, the

“Claims”), including, but not limited to, Claims for or related to personal injury (including death),

property damage and CARRIER's possession, use, maintenance, custody or operation of the

Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations

under this paragraph will not apply to any portion of such claim attributable to the tortuous

conduct of BROKER.

7. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the

following insurance coverages:

(a) Public liability and property damage insurance with a reputable and financially

responsible insurance company insuring CARRIER in an amount not less than

$1,000,000.00 (U.S. Dollars) per occurrence.

(b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount

not less than $100,000.00 (U.S. Dollars) per occurrence. Such insurance policy

shall name CARRIER and BROKER as insureds and provide coverage to

BROKER, the Customer or the owner and/or consignee for any loss, damage or

delay related to any property coming into the possession of CARRIER under this

Agreement. The coverage provided under the policy shall have no exclusions or

restrictions of any type that would foreseeably preclude coverage relating to

cargo claims.

(c) CARRIER shall furnish to BROKER written certificates obtained from the

insurance CARRIER showing that such insurance has been procured, is being

properly maintained, the expiration date, and specifying that written notice of

cancellation or modification of the policies shall be given to BROKER at least

thirty (30) days prior to such cancellation or modification. Upon request,

CARRIER shall provide BROKER with copies of the applicable insurance

policies.

8. FREIGHT LOSS, DAMAGE OR DELAY. CARRIER shall have the sole and exclusive

care, custody and control of the Customer’s property from the time it is delivered to CARRIER

for transportation until delivery to the consignee accompanied by the appropriate receipts as

specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Cormack

Amendment liability) for loss, delay, damage to or destruction of any and all of Customer’s

goods or property while under CARRIER’s care, custody or control. CARRIER shall pay to

BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer’s

full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed.

CARRIER shall be liable to BROKER for all economic loss, including consequential damages

that are incurred by BROKER or the Customer for any freight loss, damage or delay claim.

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Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section,

shall be made within thirty (30) days following receipt by CARRIER of BROKER’s or Customer’s

invoice and supporting documentation for the claim.

9. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of the

Customer on account of any dispute as to rates or any alleged failure of BROKER to pay

charges incurred under this Agreement. CARRIER is relying upon the general credit of

BROKER and hereby waives and releases all liens which CARRIER might otherwise have to

any goods of BROKER or its Customer in the possession or control of CARRIER.

10. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services

performed under this Agreement the rates and charges as shown on separate Rate

Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each

shipment made under this Agreement. CARRIER represents and warrants that there is no

other applicable rates or charges except those established in this Agreement or in any Rate

Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30)

days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and

any other necessary billing documents enabling BROKER to ascertain that service has been

provided at the agreed upon charge. CARRIER shall provide signed proof of delivery within

fifteen (15) days of delivery. In the event paperwork has not been received by BROKER within

thirty (30) days CARRIER could be subject to nonpayment of freight charges. In the event

service is provided and it is subsequently discovered that there was no applicable rate in the

existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER

and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that

BROKER has the exclusive right to handle all billing of freight charges to the Customer for the

transportation services provided herein, and, as such, CARRIER agrees to refrain from all

collection efforts against the shipper, receiver, consignor, consignee or the Customer.

CARRIER further agrees that BROKER has the discretionary right to offset any payments owed

to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this

Agreement.

11. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms

of this Agreement to a third party without the written consent of the other party except (1) as

required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate

company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent

and such agent agrees to keep the terms of the Agreement confidential. CARRIER will 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 of BROKER's efforts, or

(2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered

to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly

solicits traffic from customers of BROKER and obtains traffic from such customer during the

term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay

BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five

percent (35%) of the transportation revenue resulting from traffic transported for the Customer,

and CARRIER shall provide BROKER with all documentation requested by BROKER to verify

such transportation revenue.

12. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to

it by BROKER shall be transported on equipment operated only under the authority of

CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form

arrange for the freight to be transported by a third party without the prior written consent of

BROKER.

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13. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not

be assigned or transferred in whole or in part, and supersedes all other agreements and all

tariffs, rates, classifications and schedules published, filed or otherwise maintained by

CARRIER. This Agreement shall be binding upon and endure to the benefit of the parties hereto.

14. SEVERABILITY. In the event that the operation of any portion of this Agreement results

in a violation of any law, the parties agree that such portion shall be severable and that the

remaining provisions of this Agreement shall continue in full force and effect.

15. WAIVER. CARRIER and Shipper expressly waive any and all rights and remedies

allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this

Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement

or to exercise any right or privilege, shall not be a waiver of any BROKER ‘s rights or privileges

herein.

16. DISPUTE RESOLUTION. This Agreement shall be deemed to have been drawn in

accordance with the statutes and laws of the State of Indiana and in the event of any

disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in

their respective names by their duly authorized representatives as of the date first above written.

**"**BROKER" "CARRIER”

***RGT Logistics, LLC.***

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

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

Address: \_\_\_900 North D Street\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_Elwood, IN 46036\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_ (765) 552-0566\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**RGT Logistics, LLC.**

# Fast Cash Service

RGT Logistics, LLC, is pleased to announce a new service to our carriers. Beginning with week

ending October 4, 2003, RGT Logistics will implement the “Fast Cash Service.” The service will

give a discount of 2% if you wish to have your invoices paid within 10 days. This service will

allow you to receive payment quickly and turn your receivables faster.

Example, a $500.00 invoice is received by RGT Logistics. Normally this invoice would be input

into our system and date stamped for payment 30 days from receipt of the invoice. After the 30

days have passed the invoice would be designated for payment and a check would be cut for

$500.00 on the next check run (RGT Logistics cuts checks on Thursday of every week). Under

the new program, if you elect to participate in it, if the invoice has been received in any given

week (cut off Friday at 5:00pm) we will process for payment in the following Thursday.

Accordingly, you would receive a check for $490.00 to be mailed no later than 10 days from

receipt of the invoice.

Our commitment to you is we will do everything possible to pay you as quickly as possible. We,

however, cannot be responsible for circumstances beyond our control, such as mail delays, to

and from the place of business. All invoices will be date stamped when they are received into

our building. Invoices that we are unable to pay in accordance with this service, through us

fault, will be paid as quickly as possible at full amount.

RGT Logistics understands your additional commitment to us. If you wish to take advantage of

this service, we will do everything possible to make sure your money is received in a timely

manner.

To take advantage of this service, a signed acknowledgement will need to be faxed to us at

765-552-6015.

# Carrier Authorization

I, hereby, authorize RGT Logistics to deduct 2% of each invoice in return for payment from RGT

Logistics 10 days from the receipt of the invoice signed acknowledgement and not beginning

before October 4, 200, RGT Logistics will begin deducting 2% from each invoice and remitting

the net amount to your company within 10 days.

Company Signed Title

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

Date Print Name Phone Number

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**RGT Logistics, LLC.**

**Fast Cash Service**

# Carrier Discount Procedure Summary

• Signed form from carrier authorizing discounts to be taken

• Invoices date stamped as they enter building

• Designate substitute to open mail in case of absence

• Mail to be opened every business day, NO EXCEPTIONS

• Invoices will be paid 15 days from the date they enter the building

• Invoices entered into the system with a due date that will result in a check being cut

before the 15th day will be held until the 15th day.

• Invoices not paid in 15 days from receipt will be paid at full value

• Checks will be mailed on the 15th day

• Checks may be picked up by an authorized representative of the company, but not

before the 15th day.

• Checks will not be mailed before the 15th day

• If the 15th day is a non-business day, they will be available the next business day

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**APPENDIX A**

# HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle

placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following

additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal

permits and registrations to transport hazardous materials or waste in inter-provincial, interstate

and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all

such federal and state permits and registrations. Additionally, CARRIER agrees to notify

BROKER immediately upon any revocation or suspension of CARRIER's state or federal

hazardous material permits or registration as well as the suspension or revocation of

CARRIER's “Satisfactory” Safety Fitness Rating issued by the U.S. Department of

Transportation, which satisfactory rating is a prerequisite to providing transportation for

hazardous materials under this Agreement.

2. CARRIER represents and warrants that all drivers used to transport hazardous

material shipments have undergone the necessary training requirements of state and federal

laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F).

CARRIER further warrants and certifies that all drivers used to transport hazardous material

have the proper endorsements on their Commercial Driver's License to legally transport such

shipments. CARRIER further agrees to comply with all federal, state and local laws regarding

the transportation of hazardous material, including, but not limited to, the requirements specified

under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.

3. CARRIER shall procure and maintain, at its sole cost and expense, public liability

and property damage insurance with a reputable and financially responsible insurance company

insuring CARRIER in an amount not less than $5,000,000 (U.S. Dollars) per occurrence. Such

insurance policy shall name BROKER and CARRIER as insureds with respect to any and all

liabilities for personal injuries (including death) and property damage, including environmental

damage due to the release of a hazardous material or waste, arising out of the ownership,

maintenance, use or operation, including loading and unloading, of the equipment operated by

CARRIER under this Agreement.

BROKER CARRIER

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

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

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# CREDIT APPLICATION

Application for credit is hereby made and references given. It is understood that this information will be held in strictest

confidence and used only by your credit department.

# COMPANY INFORMATION

Company Name: RGT Logistics, LLC.

Company Address: 900 North D Street

P.O. Box 103

Elwood, IN 46036

Telephone: 765-552-3381

Accounts Payable 765-552-3381 ext. 3314

Ownership: Corporation

Principal Owner: Brian Reich art

Dun & Bradstreet #: 06-712-6235

Federal ID #: 20-1950690

Indiana Sales Tax Exemption #: 0119751313-001

# BANK INFORMATION

Bank Name: Star Financial Bank

Address: 125 South Anderson Street, Elwood, IN 46036

Telephone: 765-622-4100 Acct #: 140-0119-0

Account Officer: Greg Linsmeyer

# BUSINESS CREDIT REFERENCES

Name: Star Leasing

Address: 7450 S. Mayflower Park Dr, Indianapolis, IN 46077

Telephone: 317-733-4550

Name: Pilot Corporation

Address: 5508 Loans Drive, Knoxville, TN 37939-0146

Telephone: 800-562-6210

Name: Ag-One Co-Op, Inc.

Address: P.O. Box 2009, Anderson, IN 46018

Telephone: 765-643-6639

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