



BROKERED BY: FAX: (801) 478-0043 MAIN OFFICE: (800) 877-1320

**PRIDE TRANSPORT INC. CARRIER PROFILE**

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY STATE ZIP \_\_\_\_\_  
 PHONE ( ) \_\_\_\_\_  
 FAX ( ) \_\_\_\_\_

MAILING ADDRESS (if different from bill to):

FEDERAL ID#: \_\_\_\_\_ MC#: \_\_\_\_\_ DUNS#: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

**EMAIL INFO:**

INSTANT MESSENGER: AOL MSN YAHOO

WEBSITE ADDRESS:

INSURANCE CARRIER: \_\_\_\_\_

PHONE ( ) \_\_\_\_\_  
 FAX (if available) ( ) \_\_\_\_\_

**PLEASE INDICATE # OF:**

TRAILER SIZE: REEFERS: DRY VANS:

TYPE OF COMMUNICATION WITH TRUCKS: QUALCOMM CELL PHONE PAGER

IF YOU CHECKED CELL PHONE OR PAGER, PLEASE SUPPLY PHONE #: ( )

**GENERAL LANES SUMMARY**

(CHECK LANES OR CIRCLE STATE OF INTEREST)

1. CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV
2. AL, FL, GA, MS, NC, SC, IN
3. IL, IN, KY, MI, MD, OH, WI
4. IA, KS, MN, NB, ND, SD
5. AR, LA, OK, TX
6. CO, ID, MT, NM, WY
7. AZ, CA, NV, OR, WA
8. CANADA WESR, AB, BC, MB, SK
9. CANADA EAST NB, NF, NS, ON, PQ

**PLEASE INDICATE QUICK PAY PREFERENCE**

YES (PLEASE CONTACT ME WITH INFORMATION ON PRIDE'S QUICK PAY PROGRAM) YES GIVE ADVANCES TO DRIVER? NO



5499 W 2500 S  
Salt Lake City, UT 84120 (800) 877-1320 Fax (801) 478-0043

This contract agreement is made by and between Pride Logistics, Inc., a licensed ICC property broker, 150084 (sub 9), hereinafter referred to as "BROKER" and

[Carrier name] (MC

number \_\_\_\_\_) an ICC licensed contract motor carrier, hereinafter referred to as

"CARRIER."

WHEREAS, BROKER is a licensed BROKER of general commodities and is engaged in the business of negotiating and conducting the transportation of regulated commodities in interstate commerce over public highways; and WHEREAS, CARRIER is engaged in interstate transportation as authorized by the Interstate Commerce Commission. Therefore, in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. The terms of this agreement shall be continuous subject to the condition that either BROKER or CARRIER may terminate it upon thirty (30) days notice. Termination notice shall be deemed to have been given as of the date in which it was delivered to the other party.
2. CARRIER agrees to provide transportation services, utilizing its own equipment, for freight loads as BROKER may tender to CARRIER between the points and places as authorized to service at a mutually agreed upon price negotiated on a per shipment basis by both parties.

3. BROKER agrees to pay CARRIER for CARRIER'S services within THIRTY (30) DAYS of receipt of the original bill of lading and shipping order or delivery receipt, together with CARRIER'S invoice for the agreed upon transportation compensation. BROKER, at its option, may make payment to CARRIER under a quick pay arrangement where BROKER pays CARRIER within one business day of receipt of the original shipping documents required above. In consideration of quick payment, CARRIER agrees to pay a fee equal to three percent (3%) of its total invoice amount, to be deducted from payment of CARRIER'S invoice. CARRIER and BROKER agree that the minimum fee for quick payment will be thirty five dollars (\$35.00) per load paid by quick payment. BROKER agrees to perform all billing, invoicing, and collection services to or with respect to customer whose property is transported by CARRIER pursuant to this agreement.
- A) Bills of lading will provide evidence that CARRIER received the freight constituting the shipment in good order and condition, and any contrary condition shall be indicated on the face of the respective bill of lading. The CARRIER'S name should appear on the bill of lading the only reference to the BROKER should be as a "third party bill to"
- B) CARRIER shall be liable for loss, damage, and delay of the shipment for as long as it is in the custody, possession or control of the CARRIER.
- C) CARRIER will be responsible for the cost incurred relating to any claims in connection with the shipment.
- D) CARRIER further agrees that in the event a loss and/or damage claim is filed against the CARRIER. The BROKER, pending the outcome of the claim may deduct from payments For CARRIER'S services in an amount not to exceed the value of the claim

4. BROKER may advance to CARRIER a portion of CARRIER'S compensation prior to completion of the load, and while load is in transit. CARRIER and BROKER will agree upon the amount of any advance. CARRIER authorizes BROKER to deduct a fee of three percent (3%) of the advance amount, such fee to be deducted from CARRIER'S compensation.

5. During all times from the moment that CARRIER accepts the load until the completion of delivery of such load per BROKER'S instructions, CARRIER shall:

A) CARRIER is authorized to operate as a contract motor carrier by the I.C.C., and is subject to the terms of the law of motor carriage thereunder. CARRIER agrees to comply with, and will cause those in its employ or contracting through it, to comply with all laws. CARRIER will be responsible for complying with applicable I.C.C. and D.O.T regulations, as well as all other federal and state regulations pertinent to this agreement.

B) BROKER will contact CARRIER daily by 10am to get update and status report. It is CARRIER'S responsibility to give notice to broker of any potentially late shipments. Broker will notify SHIPPER of any late deliveries. Additionally, loads late due to negligence will result in a fine to CARRIER at the rate of \$200.00.

C) CARRIER will Provide and maintain, at its sole cost and expense: (I) insurance against liability for injuries to, or death of persons and damage to property, in a combined single limit of no less than \$1,000,000 per occurrence, (II) for loss of, or damage to, freight in an amount of no less than \$100,000, and (III) any additional insurance required by applicable laws, rules, regulations, or pertinent industry practices. CARRIER will provide and maintain reefer breakdown insurance with no exceptions or exclusions on any protective service shipments contracted with BROKER. CARRIER shall name BROKER as an ADDITIONAL INSURED on CARRIER'S cargo and liability insurance. Upon request CARRIER agrees to supply BROKER with a copy of the written Certificate of Insurance, verifying required coverage.

6. CARRIER shall not use any substitute service to provide the service request from the BROKER, whether it be another motor carrier, rail, or any other mode of transportation including but not limited to, the service of any property broker or any other transportation intermediary, without the prior written consent of the BROKER.

7. CARRIER agrees that it will in no way sub-contract any load (double-broker) to another carrier without prior written authorization of the BROKER. Failure to do so will result in 50% penalty of total revenue. Additionally, CARRIER will assume full financial responsibility for any loss, damage, or claim with respect to load moved.

8. CARRIER agrees not to solicit, on a direct basis, business, which was introduced by BROKER. If CARRIER breaches its obligations under this paragraph, BROKER will be entitled to a sales commission equal to twenty percent (20%) of all gross revenues derived by CARRIER as a result of its movement of relevant traffic.

9. It is mutually understood and agreed that the relationship of CARRIER to BROKER hereunder is, and shall remain, solely that of an independent contractor, that neither party is authorized to act for or in any manner represent itself as an agent of the other or to conduct or enter into any agreement for or on behalf of the other party, and that neither party is authorized to use the formal name of any business name, trademark or service mark used by the other party or by any company with which the other party is affiliated.

10. CARRIER shall be liable to BROKER as at common law for full actual loss or damage to any property transported under this agreement, and shall hold BROKER harmless from any and all claims arising from said loss or damage to property and persons. Liability shall commence at the time shipment is loaded upon Carrier's equipment at point of origin, and continue until said cargo is delivered to the

assigned destination, or to any intermediate stop. The forgoing provisions are to be applied solely with respect to the allocation of liability between CARRIER and BROKER and shall not be deemed to affect any rights or defenses which either of them have against any other party.

11. CARRIER at its sole cost and expense, shall utilize all equipment required for its services, which equipment shall be appropriate for the load and maintained in good repair and condition, and comply with all applicable standards of the U.S. Department of Transportation. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legal personnel.

12. Either party hereto without the prior written consent of the other party may not assign this agreement.

13. This agreement contains the entire contract between the parties and no amendments or additions will be made except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CARRIER**

**BROKER:**

Address:	_____	Address:	5499 W 2500 S Salt Lake City, UT 84120
Phone:	_____	Phone:	(800) 877- 1320
Fed I.D. #:	_____	Fed I.D. #:	87- 0473980
By:	_____	By:	_____
Title:	_____	Title:	_____