



# Truckload Contract Carrier Setup Packet

If you are interested in becoming a truckload contract carrier with Logistics Plus in order to receive exclusive access to our managed freight bids and RFPs, please complete this packet and NDA agreement and fax it to:

**814.461.7645**

## Non-Disclosure Non-Solicitation Agreement

**THIS AGREEMENT** is effective as of [REDACTED], ("Effective Date") by and between [REDACTED] ("Partner"), and **Logistics Plus Inc.** ("Company").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

### I. Non-Disclosure

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

A. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

B. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

C. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

D. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of 12 months from termination of agreement.

### II. Non-Solicitation

A. **Partner** agrees that its work relationship with **Logistics Plus** will bring it into close contact with Confidential Information including but not limited to **Logistics Plus's** customers, rates, customer prospects, vendors, trade secrets and confidential information.

B. **Partner** agrees that, during the term of its relationship with **Logistics Plus** it will neither solicit business from, nor conduct business, nor attempt to conduct business with the companies with which **Logistics Plus** does business where that freight first became known to exist by **Partner** through its relationship with

**Logistics Plus**, nor will **Partner** share, disseminate or divulge to any entity or individual, including but not limited to the members, managers, officers, investors, principals and associates any Confidential Information disclosed to **Partner** by **Logistics Plus** as a result of **Partner's** business relationship with **Logistics Plus**. Notwithstanding anything to the contrary contained herein, this paragraph II (B) is not to be interpreted to include customers **Partner** is doing business with at the time of execution of this Agreement.

### III. General Terms

- A. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- B. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- C. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- D. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- E. Authority. The persons whose signatures appear below warrant that they have authority to bind their respective company hereto.

This Agreement and each party's obligations shall be binding on the assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

\_\_\_\_\_

(Partner)

**Logistics Plus Inc.**

(Company)

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

\_\_\_\_\_

Title: \_\_\_\_\_

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

John S. Alsop

Title: Director North American Operations



Thank you for your interest in working with Logistics Plus.

Here is the information we need to set up a carrier in our system:

- Carrier SCAC code
- A copy of carrier's operating authority (MC number)
- A copy of carrier's DOT certificate
- A copy of carrier's federal identification number (W-9 form)
- A copy of carrier certificate(s) of Insurance  
A blank certificate will work to start, but we will need a certificate listing LP as a certificate holder. The coverages we are looking for are general liability, automobile liability, workers compensation and motor truck cargo.
- Carrier's C-TPAT SVI number (If applicable) \_\_\_\_\_
- Correct remit to address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Contact names and addresses for PODs, which are required for every shipment  
\_\_\_\_\_  
\_\_\_\_\_

The pages that follow contain a copy of our Carrier Profile Information Sheet and our standard carrier service contract. Please complete these documents and return them where indicated below.

Also included is a copy of LP's current carrier packet. This includes a reference page, our operating authority, our surety bond, our W-9 form and our certificate of insurance. These documents are for your reference and do not need to be returned with the Carrier Profile Information sheet and the signed carrier service contract.

If you have any questions, or need any additional assistance, please feel free to contact your local Logistics Plus logistics specialist, or contact:

Kathy Fiedler  
 NAD Operations Administrator  
 1406 Peach Street  
 Erie, PA 16501  
 814-461-7607 (phone)  
 814-461-7645 (fax)  
[Kathy.Fiedler@logisticsplus.net](mailto:Kathy.Fiedler@logisticsplus.net)

LP Internal Service  
 Representative: \_\_\_\_\_

Effective 10-16-2018

## Logistics Plus/NTL Carrier Profile Information Sheet

Company Name:							
Address:							
City:		State:		Zip Code:			
Dispatcher Name: (Required for Daily Load Availability List)			Dispatcher Phone #:				
Dispatcher eMail:							
Local Phone #:		Toll Free #:					
Fax #:		After Hours #:					
MC #:		FID:		Type/Authority:			
<b>Additional Terminal Locations:</b>							
Address:		Address:					
City:		State:		City:		Zip Code:	
Dispatcher eMail:		Dispatcher eMail:					
Dispatcher Phone #:		Dispatcher Phone #:					
<b>Type of Equipment:</b> Please indicate how many units you have of each type below and whether they are air ride units.							
Van 48'x102		Van 53' x 102					
Reefer 48'x102		Reefer 53'x102					
Flatbed		Stepdeck					
Pallet Jacks:	<input type="checkbox"/> Yes <input type="checkbox"/> No		Safety Rating:				
Run:							
Primary Empty Lanes:							
Satellite Tracking:	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what type:				
Drivers have cell phones or pagers	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, which one?				
Any Team Drivers	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, how many?				
Drop Trailer Capabilities:	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, locations:				
<b>Certifications:</b>							
TSA Certified	<input type="checkbox"/> Yes <input type="checkbox"/> No						
SmartWay Certified	<input type="checkbox"/> Yes <input type="checkbox"/> No						
C-TPAT Certified	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, #:				
PIP Certified	<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, #:				
<b>To facilitate timely payment, please include the following:</b>							
Accounting Contact:							
Phone Number:							

**Please complete and fax to: (814) 461-7645**

## **Carrier Service Contract**

This agreement is entered into this \_\_\_ day of \_\_\_, 20\_\_ by and between Logistics Plus Inc., a registered property broker, License No. MC351651, (hereinafter: "Broker") and \_\_\_\_\_, a registered Motor Carrier, Permit/Certificate No. DOT No. \_\_\_\_\_, MC No. \_\_\_\_\_ (hereinafter: "Carrier"); (collectively hereinafter the "Parties")

### **1. Carrier represents and warrants that it**

- a. Is a registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or Brokers of general commodities
- b. Shall transport the property, under its own operating authority and subject to the terms and conditions of this agreement.
- c. Makes the representation herein for the purpose of inducing Broker to enter this agreement.
- d. Agrees that a Shipper's insertion of Broker's name as the carrier on the bill of lading shall be for the shipper's convenience only and shall not change Brokers status as a property broker nor will it change Carrier's status as motor carrier.
- e. Will not re-broker, assign or interline the shipments rendered under this agreement, without the broker's prior written consent. If Carrier breaches this provision Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of making payment to the Carrier. Upon Brokers payment to the delivering carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation in Par1.h Carrier will be liable for consequential damages for violation of this paragraph.
- f. Is in and shall maintain compliance during the term of this agreement, with all applicable federal, state and local laws relating to the provisions of its services including, but not limited to: training of drivers, transporting of Hazardous Materials, (including the licensing and training of Hazardous Materials qualified drivers), as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipment hereunder constitutes Hazardous Materials; security regulations; owner/ operator lease regulations; loading and securing of freight regulations; implementation and maintenance of driver safety regulations including but not limited to: hiring, controlled substance, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishables, and other products; qualification licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation, including but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation.
- g. Carrier will notify Broker immediately if its federal operating or authority is revoked, suspended or rendered inactive for any reason; and /or is sold, or if there is a changed in ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled suspended or revoked for any reason.

## **2. Broker responsibilities**

- a. Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of the parties. Broker shall inform Carrier of :
  1. Place of origin and destination of all shipments; and
  2. If applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified.
- b. Broker agrees to conduct all billing services for its customers. Carrier shall Invoice Broker for its (Carrier's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in Broker's Carrier Agreement(s) incorporated herein by this reference.
- c. Fuel surcharges and other accessorial charges for shipments shall be applied only as set forth in a spot quote, and shall appear as a separate line item on the Carrier's invoice to the Broker. The scale of the Fuel Surcharge may be changed upon mutual written agreement of the Carrier and the Broker.
- d. The parties agree that Broker is the sole party responsible for payment of Carrier's charges provided Carrier is not in default under the terms of this agreement. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's invoice within 30 days of receipt of proof of delivery.
- e. Broker will notify Carrier Immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended or revoked for any reason.
- f. Broker's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

## **3. Carrier responsibilities**

- a. Equipment- subject to its representations and warranties in Par. 1 above, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. Seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

## **4. Liability**

- a. Carrier shall be liable to Customer or to Broker as the agent or assignee of a claim of Customer, for any and all loss or damage of a Shipment received by Carrier for transportation pursuant to this Agreement. Carrier liability for any cargo damage, loss or theft from any cause shall be determined under the terms of 49 U.S.C. §14706.
- b. Carrier shall issue a bill of lading in compliance with U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendment thereto), for the property it receives for transportation under this agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the

trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier and which responsibility/liability shall continue until delivery of the shipments to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this agreement shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of the Carrier.

- c. The measurement of the loss, damage or injury to the Shipment shall be the Shipper's invoice price.
- d. Except as provided in Par. 1e above, neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement in writing to assume such responsibility.

## **5. Indemnity**

- a. To the extent permissible under the applicable law, Carrier shall defend, indemnify and hold Broker (including its officers, directors, employees and agents) and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.
- b. Carrier shall defend, indemnify and hold Broker harmless from any claims brought against Broker, by or on behalf of Carrier's employees or the employees' representatives, any worker's compensation carrier (including any subrogation action), independent contractors or agents working on behalf of the Carrier, as a result of Carrier's service to Broker.
- c. Carrier's defense and indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by the Carrier.

## **6. Loss and damage claims**

- a. Carrier shall comply with 49 C.F.R §370.1 et. Seq., and any amendments and/or any other applicable regulation adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory Agency, for processing all loss and/or damage and/or salvage claims.
- b. Notwithstanding the terms of 49 CFR 370.9, carrier shall pay, decline or make settlement offer in writing on all cargo loss or damaged claims within 60 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 60-day period shall be deemed admission by the Carrier of full liability for the amount claimed and a material breach of this agreement.

## **7. Insurance**

- a. Carrier shall furnish broker with certificates of insurance or insurance policies, and unless otherwise agreed in writing, subject to the following minimum limits:
- b. Employer's Liability insurance subject to a limit of \$1,000,000 per occurrence;



- c. Comprehensive General liability policy (bodily injury and property damage, including contractual liability as per the indemnification obligations set forth in this Contract) with a combined single limit of \$1,000,000 per occurrence;
- d. Automobile insurance as per applicable federal and state regulations for owned or hired vehicles covering bodily injury, including death and/or property damage with a combined single limit each occurrence and aggregate of \$1,000,000;
- e. Cargo insurance with a \$100,000 minimum limit per shipment;
- f. Workers' compensation insurance in accordance with the requirements of applicable laws of the jurisdictions in which Carrier provides transportation services;
- g. All policies except Worker's Compensation insurance shall be endorsed to name Broker, its directors, officers, employees, agents and representatives as Additional Insured and provide a waiver of subrogation clause in favor of the Additional Insured. The certificates shall state that all coverage provided by the Carrier shall be primary to any insurance carried by Shipper for its own account. Such insurance shall be endorsed with a standard cross liability clause in favor of the Additional Insured. Such insurance shall also cover the actions of any subcontractor that Carrier may utilize under this Agreement.
- h. In addition, the underwriters for all of the above listed policies, except Worker's Compensation, shall provide Broker thirty (30) days written notice of any cancellation or adverse material change with respect to any of the policies, including, but not limited to, a reduction in limits available to the Additional Insured, in Carrier's insurance. Any such notice of cancellation shall not be effective until thirty (30) days after receipt by Broker. The Parties understand and agree that the purpose of this paragraph is for Carrier to provide Broker with insurance coverage as an Additional Insured which will be primary to any insurance policy Broker might carry on its own behalf and that such coverage that Carrier supplies will respond to losses arising out of any act, omission, failure to act or negligence on the part of Carrier, its directors, officers, employees, agents and representatives.
- i. Except for the higher coverage limits required in this Par. 7 above, the insurance policies shall comply with the minimum requirement of the Federal Motor Carrier Administration and any other applicable regulatory state and local agency.

**8. Independent Contractor**

Carrier shall perform this agreement as an independent contractor and nothing herein shall be constructed to be inconsistent with this relationship or status. Carrier shall be responsible for furnishing all the drivers, labor, equipment and supplies necessary to perform its transportation obligation hereunder. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees and/or subcontractors perform the transportation service provided for hereunder, and Carrier shall engage and employ and/or subcontract with such individuals as it deemed necessary in connection therewith. It being understood and agreed that such individuals shall be considered employees or subcontractors of Carrier only and shall be subject to employment, discharge discipline and control solely and exclusively by Carrier. Carrier shall defend, indemnify and hold Broker and/or its customers harmless from any claims or actions

against Broker and/or its customer brought by or on behalf of Carrier's employees and/or subcontractors.

**9. Non-exclusive agreement**

Carrier and Broker acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreement with other carriers, brokers or freight forwarders.

**10. Assignment of rights**

Carrier automatically assigns to Broker all the rights to collect freight charges from shipper or any responsible third parties.

**11. No back solicitation**

Unless otherwise agrees in writing, Carrier shall not solicit freight shipments during the term of this agreement and for a period of 18 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, who are serviced by Carrier as a result of this agreement.

**12. Waiver of provision**

Failure of either party to enforce a breach or waiver of any provision or term of this agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.

**13. Contract term and termination**

- a. The term of this agreement shall be for one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated.
- b. Both Parties may terminate all or any part of this Contract at any time, with or without cause and without penalty, by providing thirty (30) days prior written notice.

**14. Confidentiality**

- a. In addition to confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amount of freight charges collected, freight volume requirements as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.
- b. In the event of violation of this confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy the Parties may have, to an injunction restraining the violating party from further violation of this agreement, in which case the prevailing party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

**15. Entire Agreement**

This agreement contains the entire understanding of the parties and supersedes all verbal or written prior agreements, arrangements, and understanding of the parties relating to the subject matter stated herein. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this agreement in any judicial or arbitration proceeding involving this agreement.

**16. Force majeure**

- a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- b. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt notice and within 48 hours, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**17. Severability**

In the event that the operation of any part of this Contract is determined by a court of competent jurisdiction to result in a violation of any international, federal, state or local law or regulation, the Parties agree that such part shall be severable as to the jurisdiction in which the operation would result in a violation and that the remaining parts of this Agreement shall continue in full force and effect. The Parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Broker and Carrier.

**18. Applicable law**

This agreement shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provision). The Carrier consents to the jurisdiction of the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania, and hereby waives any claims or defense that such forum is not convenient or proper. The Carrier agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any matter authorized by state or federal law

In WITNESS WHEREOF, Broker and Carrier have executed this Agreement by their duly authorized representatives as of the date written below:

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Carrier

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Broker

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Authorized Signature

---

Authorized Signature

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Printed Name & Title

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Printed Name & Title