



A Watco Supply Chain
Services Company

Instructions:

Please complete and fax or email back the following documents to compliance@aspentransportation.com or fax back to 870-277-4332.

1. CARRIERS having an unsatisfactory safety rating with the FMCSA or in a Province of Canada where relevant will not be accepted. CARRIERS having a Conditional safety rating with the FMCSA or in a relevant Province will only be considered for acceptance if **ALL** of the following documents are provided:
 - a. A copy of the CARRIER's formal request to the FMCSA (49 CFR 385.17), or where relevant, Canadian provincial authority to be upgraded to Satisfactory
 - b. A copy of the compliance review from the FMCSA, or where relevant, Canadian provincial authority showing the number and types of violations
 - c. A copy of the CARRIER's improvement plan
2. Completed Fuel Advance Authorization form.
3. Copy of the CARRIER's contract or common CARRIER authority
 - a. Company name and address on insurance certificate must match name and address on authority
 - b. Carrier must provide evidence of appropriate U.S. authority and where relevant, Canadian provincial authority.
4. Completed W-9 or W-8 form
5. Signed Broker / Carrier Agreement with all pages initialed and filled out completely.
6. Insurance certificate
 - a. Proof of statutory minimum insurance in U.S. and all Canadian jurisdictions in amount of not less than \$1,000,000 Auto Liability
 - b. Proof of Motor Truck Cargo matching the amount specified in section 8 must be provided, not less than \$100,000 (in U.S Funds)
 - c. Intrastate CARRIERS not having a US DOT requiring a BMC-91x on file with the FMCSA must provide a certificate of insurance naming Aspen Transportation as an additional insured together with copy of a MCS-90 endorsement issued by the named insurer.
 - d. **Aspen Transportation as certificate holder with the address:
PO Box 16920, Jonesboro, AR 72403**

Contract set-up/activation questions- Please contact compliance@aspentransportation.com or call 870-277-0661

Accounts payable questions- Please contact accounting@aspentransportation.com or call 870-336-1704

Billing & Mailing Address

Aspen Transportation, LLC
PO Box 16920
Jonesboro, AR 72403

MC#: 439678 SCAC: ASPR Federal ID#: 03-0477926

Fuel Advance Authorization

Fuel Advance Requirements:

- To ensure that we are giving the advance to the correct carrier, it is imperative that all drivers be able to recite their company's MC number when asked by BROKER.
- Carrier must be active with BROKER for a minimum of **60 DAYS** or Carrier must have picked up and completed a minimum of **3 SHIPMENTS** with BROKER or Carrier must have had active authority with the FMCSA for a minimum of **12 CONSECUTIVE MONTHS**
- Fuel advances are issued only after **ALL PICKUPS** have been confirmed as loaded by the shipper and carrier submitting copies of the shipper BOL for each scheduled pickup.
- Fuel advances are available for up to 40% of the total shipment charges paid to the carrier
 - \$750/day maximum
 - \$1500/shipment maximum
- Military shipments are not eligible for fuel advances

Fuel Advance Charges:

- Each fuel advance will be charged an administrative fee of **5%** of the advance amount subject to a **\$20 MINIMUM** charge
- Fuel advance amounts issued to carriers must be **USED IN FULL** and deducted in full from the carrier's invoice submitted to BROKER for payment. Unused fuel advance amounts will not be credited to the carrier's final invoice settlement.

Unloading/Lumper Advances:

- Advances to pay for receiver related lumper charges will not be subject to an administrative fee. Unused lumper advances will be credited to the carrier's final invoice settlement.
- Due to business concerns, all carriers, drivers, and dispatchers will be eligible to receive unloading/lumper advances at all time unless notified in writing. **BROKER must be notified separately IN WRITING if you do not wish to receive unloading/lumper advances**

Fuel Advance Authorization

Please check the box for any option you wish to select. **If one or more of the options are not selected, you are indicating that fuel advances may be given to any person representing your company. BROKER will NOT be responsible for unauthorized persons obtaining advances on behalf of your company.**

DRIVERS are permitted to receive **fuel** advances.

Yes _____ No _____

DISPATCHERS are permitted to receive **fuel** advances.

Yes _____ No _____

BROKER

Aspen Transportation, LLC

Authorized Rep Signature

Print Name

Title

Date _____

CARRIER

Authorized Rep Signature

Print Name

Title

Date _____

MC/DOT # _____



Aspen Transportation
 PO Box 16920
 Jonesboro, AR 72403

BROKER/CARRIER AGREEMENT

Email to: compliance@aspentransportation.com
 Fax 870-277-4332

Legal Carrier Name: _____ **MC/DOT #** _____

DBA: _____

Physical Address: _____

City: _____ **ST:** _____ **Zip:** _____

Primary Contact Name: _____ **Title:** _____

Main Office Phone: _____ **Dispatch Phone:** _____

Fax: _____ **Email:** _____

THIS AGREEMENT is made and entered into **Aspen Transportation LLC, MC-439678** ("Broker"), and the aforementioned company ("Carrier").

WITNESSETH

WHEREAS, Broker is a licensed property broker authorized to arrange for interstate motor carrier services at Docket Number MC-439678; and

WHEREAS, Carrier warrants that it is licensed, authorized and insured by the FMCSA to conduct interstate motor carrier service pursuant to the Docket Number as listed above; and

WHEREAS, Broker desires to retain from time to time carrier services to meet the distinct needs of its customers; and

WHEREAS, the Parties desire to establish this Agreement as a contractual protocol pursuant to which services will be rendered by Carrier;

NOW, THEREFORE, the Parties agree as follows:

1. **TENDER OF FREIGHT.** This Agreement will govern the tender of all freight by BROKER to CARRIER and CARRIER's acceptance of such freight. BROKER will tender to CARRIER and CARRIER will accept for transport shipments on a load-by-load or shipment-by-shipment basis. Such tenders shall be reduced to writing and shall be acknowledged by both parties. Tender shall set forth the origin, the destination, the commodity and the agreed rate if not otherwise agreed in writing and shall include any special service terms and conditions which shall be incorporated together with the terms of this contract upon CARRIER's acceptance of the shipment.
2. **PAYMENT TERMS.** CARRIER warrants that it will provide services with reasonable dispatch designed to affect pickup and delivery as shipper requires. Upon completion of the services rendered, CARRIER shall transmit its invoice to BROKER together with the original or certified copy of the delivery receipt showing intact delivery. BROKER shall endeavor to pay all freight charges within 28 days of receipt of invoice and POD/BOL. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to BROKER'S customers for the services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or BROKER'S customer unless authorized in writing by BROKER.
3. **TERM.** This Agreement shall be for the period of one year and shall automatically renew on the anniversary date. Either party may terminate this Agreement on 30 days written notice.
4. **GOVERNING RULES.** The following rules are incorporated by reference and bind the parties:
 - (a) The terms and conditions of the Standard Truckload Bill of Lading. Any terms, conditions or provisions of a Bill of Lading, manifest or other shipping document shall be subordinate to this Agreement.
 - (b) Cargo claims rules set forth at 49 C.F.R. 370 and overage and shortage claims set forth at 49 C.F.R. 378 except to the extent expressly modified herein.
 - (c) Liability for cargo loss, damage or delay as set forth in the Carmack Amendment, 49 U.S.C. 14706, to the extent modified in Section 8 herein.
 - (d) General principles of federal transportation law, venue and jurisdiction to the extent not inconsistent with the terms of this Agreement (and thereby waived pursuant to 49 U.S.C. 14101(b)).
 - (e) No service terms, tariffs or rates published or issued by CARRIER shall apply unless incorporated by reference in this Agreement.

Initials _____

5. CARRIER'S EXPRESS WARRANTIES

- (a) CARRIER warrants that at the time of accepting any load it will be in full compliance with all insurance requirements herein, be authorized to operate by the Federal Motor CARRIER Safety Administration and enjoy a safety rating of not less than Satisfactory.
- (b) CARRIER warrants that all services will be provided in equipment owned by or leased to CARRIER and under its dominion and control and insurance.
- (c) CARRIER warrants that it shall execute all shipping documents as the CARRIER of record, showing BROKER as the third party to be billed for services.
- (d) CARRIER warrants that it shall be in compliance with all health, safety and employment laws.
- (e) CARRIER warrants all insurance required by Section 9 shall be in full force and effect at the time services are rendered.
- (f) CARRIER warrants it shall be named on the Bill of Lading as the carrier of record.

6. RELATIONSHIP OF THE PARTIES.

- (a) CARRIER shall at all times be an independent contractor and warrants that it shall be solely responsible for providing suitable equipment to transport the type of shipments it accepts.
- (b) CARRIER warrants knowledge of and compliance with all federal and state statutes which may be applicable to goods tendered for transport, including present and future FDA rules and statutes governing the safe transportation of foodstuffs and perishable commodities, California Air Resource Board requirements, worker's compensation requirements, and state, federal and if applicable, Canadian Provincial taxes and regulations.
- (c) CARRIER warrants that upon acceptance of shipment, it is solely responsible for its safe transportation and intact delivery.

7. ACCESSORIALS. The parties agree that BROKER is not responsible for accessorial charges which are not incorporated by reference herein or agreed to in writing. If CARRIER arrives on time for the agreed pickup or delivery, after 3 free hours CARRIER must notify BROKER that it is still at the location before any detention charges will be agreed upon. Failure to notify BROKER will result in non-payment of detention. BROKER will assist CARRIER in facilitating deliveries of shipments when appointments are missed, but in the absence of any agreement with respect to detention, no additional payment will be made and CARRIER waives any lien for additional payment.

8. FREIGHT LOSS, DAMAGE OR DELAY.

- (a) CARRIER warrants compliance with the governing rules set forth in 4(a) through 4(c) above.
- (b) The parties understand that seal integrity at time of delivery is a pre-condition for some consignees' acceptance of shipments. Subject to CARRIER's right to inspect and contest the amount of any diminished value, CARRIER warrants that it will not sell or lien rejected shipments contrary to instructions from BROKER or customer.
- (c) CARRIER agrees to deliver shipments with reasonable dispatch and warrants that BROKER will be provided with notice when agreed upon specified delivery times cannot be kept.
- (d) Claims will be timely filed with CARRIER by BROKER or customers in accordance with Section 4(a) through 4(c).
- (e) CARRIER's maximum liability for cargo loss or damage shall be limited to \$100,000 provided it complies with the standard value cargo insurance provisions of 9(d).
- (f) If CARRIER desires access to customer's freight with maximum values exceeding \$100,000, its maximum limit of liability shall be \$_____ per truckload unless otherwise agreed in writing so long as its cargo insurance conforms with the requirements of Paragraph 9(d).
- (g) Cargo claims not resolved within 90 days of presentation may be subject to offset if adequate coverage for loss or damage cannot be verified and at the request of BROKER or customer, may be submitted to binding arbitration before the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council.

9. INSURANCE. CARRIER warrants that it shall at all times here relevant maintain the following insurance coverage which shall inure to the benefit of BROKER and its customers and which shall have no limitation, exclusion or policy term and condition which would preclude coverage for the contractual duties and obligations assumed by CARRIER herein.

- (a) Auto Liability (BI & PD) coverage insuring all equipment (including hired not owned) used by CARRIER in the performance of services in the amount of a minimum of \$1,000,000 (Form BMC-91X on file). If Canadian operations are involved, CARRIER shall maintain insurance coverage equal to or greater than required by Canadian and provincial laws.
- (b) Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence.
- (c) Worker's Compensation coverage as required by applicable state or where relevant, provincial law.
- (d) Motor Truck Cargo coverage applicable to all equipment owned and operated without restriction or limitation: (i) in the amount of not less than \$100,000 per shipment; or (ii) in the amount of not less than the higher value liability assumed by CARRIER in Paragraph 8(f) above or as otherwise agreed to in writing.
- (e) CARRIER shall provide Certificates of Insurance evidencing the above Auto Liability and Motor Truck Cargo coverage and upon request shall provide BROKER with copies of relevant policies, exclusions and declarations.

Initials_____

- 10. INDEMNIFICATION.** CARRIER agrees to indemnify, defend, and hold harmless BROKER and its customer from any claim for loss, damage or fine and attorney's fees and costs (including but not limited to third party claims for personal injury and property damage) arising from or relating to (a) its breach of contract; or (b) breach of any warranty contained herein; or (c) to the extent caused by any negligent act or omission of CARRIER, its employees or agents in the performance of the services contemplated herein.
- 11. CONFIDENTIALITY.** In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their respective customers, including, but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts 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 respective customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this 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 they may have, to an injunction restraining the violating party from further violation of this Agreement, in which case the prevailing party shall be entitled to payment or reimbursement from the violating party for all costs and expenses incurred by or on behalf of the prevailing party, including, but not limited to, reasonable attorney's fees.
- 12. BACK SOLICITATION.** CARRIER agrees to not back solicit any customer of BROKER, either directly or indirectly. As liquidated damages, CARRIER agrees to pay BROKER a ten percent (10%) commission on all traffic handled for customers first introduced to CARRIER by BROKER for a period of eighteen (18) months following termination of this Agreement.
- 13. WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of any BROKER'S customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement. 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 9 of this Agreement.
- 14. ASSIGNMENT/SUBCONTRACTING.** Neither this Agreement nor any rights or obligations hereunder may be assigned, delegated or subcontracted without the prior written consent of BROKER. In addition to its indemnification obligations herein, CARRIER shall pay a \$2,000 penalty for subcontracting any load without BROKER's written approval.
- 15. INTEGRATION CLAUSE.** This Agreement shall constitute the entire understanding of the parties and may not be modified except by a signed, written addendum or load specific confirmation sheets.
- 16. COUNTERPARTS.** This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by facsimile or email transmission (including PDF and TIF formats) that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
- 17. LIMITATION OF LIABILITY.** In no event shall BROKER be liable for any incidental, consequential, indirect or special damages with respect to the subject matter of this Agreement.
- 18. CARRIER COMMUNICATION.** With respect to any in-cab communications regarding shipments handled for BROKER, CARRIER warrants that all drivers will comply with federal requirements regarding hands free communications while operating commercial motor vehicles.
- 19. REEFERS IN CALIFORNIA.** On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Research Board (CARB) TRU ACTM in-use regulations. CARRIER agrees to provide CARRIER's driver with BROKER's contact information including BROKER company name, street address, state, zip code, BROKER contact name specific to the load and BROKER contact number for each refrigerated shipment transported within the state of California. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER'S use of non-compliant equipment or CARRIER'S non-compliance of providing drivers with contact information listed above.
- 20. HAZARDOUS MATERIALS.**
 - (a) The parties agree that BROKER will not ordinarily tender hazardous material shipments to CARRIER. Any hazmat requirements will be reflected on the load confirmation sheet at time of tender and acceptance of the load by CARRIER shall evidence CARRIER's willingness and ability to comply with hazardous material requirements.
 - (b) Upon acceptance of any shipment designated as hazardous by shipper on any Bill of Lading or shipping document, CARRIER agrees to indemnify and hold BROKER harmless from any failure to comply with hazardous materials requirements.
- 21. LAW, VENUE AND JURISDICTION.** This Agreement shall be interpreted consistent with general principles of federal transportation law to the extent not waived. Any dispute may be resolved in a court of proper jurisdiction at Springdale, Arkansas. Upon the request of BROKER or its customer, any dispute that cannot be resolved by informal mediation may be submitted to the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council.

Initials _____

22. **COMPANY INFO –** (Choose One) Corporation LLC Partnership Sole Proprietor

Federal ID # _____ **OR**
Social Sec # _____ Legal Name: _____

If you are using Social Security # please provide the Legal Name matching that number as on file with the IRS.

Can you provide original BOLs, if required? _____Yes _____No

23. **PAYMENT INFORMATION -**

Please **CHOOSE ONE** payment plan below. All invoices from your company will be paid by the option you choose. Any fees noted below will be taken from the balance due on the load (less advances, advance fees, etc.).

SAME DAY QUICK PAY – this option agrees to a 1.95% discount fee; invoices must be received by 4 PM CT.

EFS TRANS CHECK – this option agrees to an additional \$20 processing fee (not included in discount fee).

ACH DIRECT DEPOSIT – payments will be initiated from Aspen on the due date and will show up in your account on the next business day. This option agrees to an additional \$10 processing fee per ACH Deposit (not included in discount fee). Please complete the Direct Deposit Agreement below.

28 DAY STANDARD PAY – this option is standard pay and incurs no discount fees.

MANUAL CHECK – mailed via US Postal Mail.

ACH DIRECT DEPOSIT – payments will be initiated from Aspen on the due date and will show up in your account on the next business day. Please complete the Direct Deposit Agreement below.

DIRECT DEPOSIT AUTHORIZATION AGREEMENT (complete this section if selected ACH deposit method above)

Signature of this agreement confirms I authorize Aspen Transportation to initiate automatic deposits to my account at the financial institution named below. I also authorize Aspen Transportation to make withdrawals from this account in the event that a credit entry is made in error. Further, I agree not to hold Aspen Transportation responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I understand and agree that it may take up to ten (10) business days from the execution of the agreement to begin receiving payment via ACH. Pay terms and this ACH Agreement are null and void if I do not complete all requirements sets form in the Broker-Carrier Agreement and the Rate Confirmation. This agreement will remain in effect until Aspen Transportation receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Accounts Payable Department.

ACCOUNT INFORMATION: TYPE OR PRINT CLEARLY

NAME OF FINANCIAL INSTITUTION: _____

ROUTING NUMBER: _____

TYPE OF ACCOUNT:

ACCOUNT NUMBER: _____

CHECKING SAVINGS

Please include an e-mail address or fax # _____
(This will be used to send you a notice of the deposit(s) we initiate to your account.)

IN WITNESS WHEREOF, Carrier and Broker have caused Pages 1-of this Agreement to be executed on this

_____ Day of _____, 20_____.
(Date) (Month) (Year)

CARRIER:

BROKER:

(Carrier Legal Name)

ASPEN TRANSPORTATION LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Please note: All pages of agreement must be submitted and on file before conducting business with Aspen Transportation.