



STLF Transportation
1844 County Rd. 2615
Moberly, MO 65270
636-290-2667
stlflc@gmail.com

IN ORDER TO DO BUSINESS WITH STLF LLC., WE NEED THE FOLLOWING PAPERWORK SUBMITTED TO COMPLETE OUR CARRIER REGISTRATION FILES:

- 1)_____ An original insurance certificate from your Insurance Agent naming STLF LLC, as the Certificate Holder. The Insurance certificate must specify auto liability and cargo coverage.

- 2)_____ Contract Authority Certificate (General Commodities- 48 states)

- 3)_____ W-9 (Request for Tax Payer Identification Number and Certification) form enclosed.

- 4) _____ Company address along with mailing address.

- 5) _____ Contact Information:
 - A) Phone Number:
 - B) Fax Number:
 - C) Contact Person:
 - D) Email Address:

Please return the information listed above, with this page filled out, to:

STLF LLC.
1844 County Rd. 2615 Moberly, MO 65270
Phone: 636-290-2667
Email: stlflc@gmail.com



STLF LLC MC# 982377
Broker Carrier Agreement

This Agreement shall govern the services provided by _____, licensed motor carrier pursuant to USDOT # _____ & Docket No. MC# _____ (hereinafter referred to as “Carrier”) and STLF LLC, a Missouri Limited Liability Company (hereinafter referred to as “Broker”), a licensed Transportation broker pursuant to Docket No. MC# 982377

1. Broker is a freight broker which arranges for motor carriers to provide cargo transportation for its customers. Broker and Carrier wish for this Contract to govern Carrier’s performance of motor transportation services for Broker.

1.1 Independent Contractor. Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor. Carrier shall not be construed for any purpose to be an employee or agent of Broker or Broker’s Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker’s name without Broker’s prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal, local and interprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker’s compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier’s performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier’s Federal Tax ID number and a copy of Carrier’s IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

2. Carrier shall transport shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference. (See Appendix A)

2.1 Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches this provision, Broker shall have the right to pay any and all sums otherwise due to Carrier directly to the delivering carrier in lieu of payment to Carrier. Upon Broker’s payment to delivering carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement, including any consequential damages caused by or arising from the conduct of the delivering carrier.



3. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing.

Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.

- 3.1 Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from the shipper or consignee.

4. Carrier agrees to provide any insurance coverages required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder on each of the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits of not less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility in route to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto).



If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Broker. Insurance will meet or exceed the requirements of federal, state and/or provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will insure the interests of Broker and, cover all drivers, equipment and cargo used in providing Transportation Services and, not contain an exclusion for unattended equipment or cargo, for unscheduled equipment or cargo, for fraud or infidelity, geographical location in the United States, or for a particular radius of operation.

5. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." Broker shall be shown as the third-party payer of all freight charges.

6. Indemnification. Carrier agrees to indemnify and hold Broker and its customers harmless from any and all claims or loss resulting out of any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder including, but not limited to, loss of hours or miles or any fines or penalties as a result of Carrier being overloaded. It is the sole responsibility of Carrier to check the weight of each load in a timely manner at the closest scale in order to prevent losses of this nature.

Carrier agrees to hold Broker harmless from and indemnify Broker for any liability resulting from loss or damage to any freight transported by the carrier pursuant to this agreement including all cost to defend claims.

Carrier also agrees to hold Broker harmless from and indemnify Broker for any liability resulting from personal injury or property damage which may occur during the operations of carrier pursuant to this agreement, including all cost to defend claims.

7. Carrier's Cargo Liability. Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker, directly or



allow Broker, to deduct from the amount Broker, owes Carrier, Customer's full actual loss, or the amount determined by Broker, and Carrier to be Carrier's responsibility. Broker, shall deduct from the amount Broker owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments made hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker.

7.1 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker, reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

8. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. This Agreement shall be construed under the laws of the state of Missouri. Any dispute over any claim or controversy arising from or relating to this Agreement or the resulting relationship between Carrier and Broker shall be resolved by binding arbitration, which shall be conducted in or near Randolph County, Missouri. The arbitrator shall be independent and jointly selected by the parties. If the parties cannot agree on a single arbitrator, the parties shall each nominate a business attorney of their choosing, and the parties' nominated attorneys shall jointly select the arbitrator. If the parties and their nominated attorneys are unable to agree on an independent arbitrator, either party may apply to the Circuit Court of Randolph County to have an independent arbitrator appointed by the Court.

8.1 Carrier shall maintain satisfactory U.S. DOT safety ratings otherwise they are not authorized to provide the proposed services.

9. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being revised to the extent necessary to comply with any conflicting law.



10. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

11. In the event that Broker brings legal action to enforce the provisions of this Agreement, in addition to any monetary damages or other remedies, Broker shall be entitled to recover its costs and attorney's fees from Carrier.

12. Non-Compete Covenant.

- a. Commencing on the date this Agreement is signed and continuing for a period of one year following the transportation of any load by Carrier for Broker under this Agreement, Carrier shall not, directly or indirectly, for Carrier's own account or for any third party, transport any freight for any customer of Broker.
- b. During the Term of this Agreement and any time after this Agreement is terminated, Carrier shall not directly or indirectly, encourage any other employee, independent contractor, agent, customer, or consultant to terminate their relationship with Broker, nor shall Carrier assist any new employer to hire or solicit any of Broker's employees, independent contractors, agents or consultants.
- c. Carrier specifically agrees that if there is a question as to the enforceability of any of the provisions herein, Carrier shall not engage in any conduct inconsistent with or contrary to such provisions until after the question has been resolved by a final judgment of a court of competent jurisdiction.
- d. Carrier hereby warrants and represents to hold experience and capabilities such that Carrier can earn a livelihood without violating the restrictive covenants and agreements contained herein and that, accordingly, enforcement of said covenants by way of injunction will not prevent or inhibit Carrier from earning a livelihood.
- e. Carrier shall tell any prospective new employer or any other party for whom Carrier intends to provide services prior to accepting employment or performing such services, that this Agreement exists.



**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT
MAY BE ENFORCED BY THE PARTIES**

Broker Signature: *Robert Gaines* **Date:** 1/01/2017

Carrier Signature: _____ **Date:** _____

STLF LLC.
1844 County Rd. 2615
Moberly, MO 65270
636-290-2667