

# FAX COVER SHEET

**FROM: Greatwide American Trans Freight, LLC.**

2150 Cabot Boulevard West  
Langhorne, PA 19047

**800-451-9603 Brokerage phone**

**800-488-5452 Brokerage fax**

## Instructions:

We will need the following information to qualify your carrier:

- **INSURANCE** (*Cargo & Liability*)-listing Greatwide American Trans Freight, LLC as certificate holder using information above-any exclusions or limits to coverage must be listed (including deductible amounts) on certificates .
- **SIGNED CONTRACT**-all pages must be initialed or signed as indicated and returned.
- **OPERATING AUTHORITY**
- **FEDERAL ID W-9 FORM**

Please submit the information through fax or e-mail to one of the following:

- Fax – 800-488-5452
- [E-Mail-brokerage@greatwide-tm.com](mailto:brokerage@greatwide-tm.com)
- For Quick Pay option call 800-713-1206. Expedited payment and/or Comdata card loading available.

# Carrier Profile

## Greatwide American Trans Freight Terminal Requesting Setup:

\_\_\_\_\_

.....

Carrier Name: \_\_\_\_\_

Carrier Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

MC # \_\_\_\_\_ Federal ID# \_\_\_\_\_

Contact \_\_\_\_\_ E-Mail \_\_\_\_\_

# of Trucks: \_\_\_\_\_

# of Trailers by Type:

Van \_\_\_\_\_ Ref \_\_\_\_\_ FB \_\_\_\_\_ SD \_\_\_\_\_ Spec: \_\_\_\_\_

Primary Lanes Run: \_\_\_\_\_

### Check List:

- Complete Carrier Profile
- Signed Contract (all pages)
- Insurance Certificate, fax a copy and mail original with (Greatwide American Trans Freight) as a certificate holder. All exclusions must be noted.
- Copy of W-9 Form
- Copy of Operating Authority

## CARRIER/BROKER AGREEMENT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **Greatwide American Trans Freight, LLC MC-340975** ("BROKER") and \_\_\_\_\_, MC- \_\_\_\_\_ ("CARRIER"), (collectively, the "PARTIES" or individually, a "PARTY").

### I. Recitals

**WHEREAS**, BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

**WHEREAS**, 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; and

**WHEREAS**, BROKER, from time to time, may arrange for CARRIER to provide transportation services for certain products for BROKER's customers (each a "Customer") pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, intending to be legally bound, BROKER and CARRIER agree as follows:

### II. Agreement

#### 1. TERM AND TERMINATION.

- (a) The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving forty-five (45) days prior written notice.
- (b) BROKER may additionally terminate this Agreement immediately upon written notice in any of the following events:
  - i. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
  - ii. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER;
  - iii. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
  - iv. CARRIER fails to comply with the performance metrics imposed upon it at any time by BROKER as set forth in this Agreement;
  - v. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or
  - vi. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by BROKER hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of BROKER.
- (c) CARRIER may additionally terminate this Agreement immediately upon written notice if BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of ten (10) days after written notice thereof from CARRIER.

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

CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a contract carrier, the transportation services contemplated herein and that at all times it is in

compliance with the Applicable Law. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"), and is not rated as "deficient" with respect to any Safety Evaluation Area ("SEA") maintained by the FMCSA. CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement. In the event that CARRIER receives an unsatisfactory safety rating, any SEA shall change to "deficient" ,or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. CARRIER shall notify BROKER immediately of any change in its DOT safety rating, SEA rating and/or CSA score.

#### 3. PERFORMANCE OF SERVICES.

- (a) CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation that are inconsistent with the terms of this Agreement, or which address matters not addressed herein, are inapplicable.
- (b) 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 any transportation related services for BROKER or any of its Customers.

Initials \_\_\_\_\_

(c) CARRIER must provide BROKER with after-hours and weekend contact information where CARRIER can be contacted on days that CARRIER is performing Services. In addition, CARRIER must notify BROKER of its status within two (2) hours of receipt of a shipment, at least one (1) time per day while a shipment is in transit, and within two (2) hours of delivery of a shipment. If CARRIER has not communicated with BROKER in accordance with this provision and Customer's expectations, including but not limited to delivery times, are materially impacted, BROKER may withhold payment to CARRIER related to such Services until the service issues are resolved.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. 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's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.**

- (a) CARRIER shall, at its sole cost and expense:
- i. furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");
  - ii. pay all expenses related, in any way, with the use and operation of the Equipment, including but not limited to equipment use fees and taxes, fuel tax payments, road taxes, equipment license fees, and driver's license fees;
  - iii. maintain the Equipment in good repair, mechanical condition and appearance, including but not limited to such Equipment being clean, insect and rodent free, water tight (if applicable) and uncontaminated from prior use; and
  - iv. utilize only competent, able and legally licensed personnel.
- (b) CARRIER shall utilize only competent, able and legally licensed personnel in the performance of services hereunder. CARRIER shall have full control of such personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement.
- (c) CARRIER shall perform the services hereunder as an independent contractor, and assumes 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.

(d) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding over-dimension and overweight loads. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.

(e) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

(f) Any additional Customer-specific requirements shall be set forth on the applicable Appendix A.

6. **RATES & PAYMENTS.**

(a) Unless otherwise stated in a separate Rate Confirmation Agreement signed by the PARTIES, CARRIER will invoice and BROKER will pay the rates and charges set forth on the Rate Schedule attached hereto as Appendix B and/or in the applicable Appendix A, for transportation services performed under this Agreement. Any accessorial charges not approved at the time of tender notification must be approved in writing by BROKER prior to incurring such charges in order to be paid. CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Each Appendix A and Appendix B can be supplemented or revised only by written agreement signed by both PARTIES and such rate shall be deemed incorporated into Appendix A or Appendix B, as applicable.

(b) The Rate Confirmation Agreement shall be in the form specified in Appendix C. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and BROKER before each shipment to which such Rate Confirmation Agreement applies. If the Rate Confirmation Agreement has not been signed but CARRIER accepts the relevant shipment without objecting to the rates in writing, CARRIER shall be deemed to have accepted the rates in the Rate Confirmation Agreement.

(c) In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix B or in a separate Rate Confirmation Agreement, the PARTIES agree that BROKER shall pay a commercially reasonable rate for such services in accordance with rates paid by BROKER for similar services. The PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER in writing within thirty (30) days after receipt of payment from BROKER.

Initials \_\_\_\_\_

(d) 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's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any and all revenues that are uncollected by BROKER because of CARRIER's failure to provide needed support paperwork to BROKER.

(e) 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, or the Customer without prior written approval of BROKER.

(f) CARRIER further agrees that BROKER has the discretionary right to offset any amounts owed by CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay from any payments owed to CARRIER.

(g) CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges or overcharges must be brought within 180 days of affected PARTY's receipt of the original invoice giving rise to such claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived. BROKER shall bring suit related to overcharges within 18 months of the date of delivery.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under this Agreement 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.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

(a) Unless otherwise set forth in the applicable Appendix A, CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.

(b) CARRIER assumes the liability of a motor carrier under Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Agreement while under CARRIER's care, custody or control.

(c) CARRIER shall be liable for the full value of the cargo lost, damaged, delayed, or destroyed, except that CARRIER's full value liability shall not exceed \$100,000 (U.S. Dollars)

per shipment unless agreed upon in writing by the PARTIES (such agreement may, but need not necessarily, take the form of a declared value declaration). No other limitation of liability shall apply unless specifically agreed to in writing by BROKER prior to CARRIER's receipt of the specific shipments to which such limitation applies, and BROKER's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER. CARRIER shall be fully responsible for investigating any claim for cargo loss, damage, delay, or destruction. BROKER shall reasonably assist CARRIER in investigating any such claim.

(d) If salvage is allowed by Customer, consignee or consignor (as such interests shall entitle), the measure of loss, damage, destruction, or injury shall be the invoice value less reasonable salvage value, if any. 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. Payments by CARRIER to BROKER, pursuant to this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. CARRIER must pay, settle or deny any claims within such thirty (30) days of receipt of the claim. Any denial of a claim must state a lawful reason for declining to accept responsibility and shall be stated by CARRIER and not by its insurer.

(e) CARRIER shall not salvage or otherwise dispose of any goods without the prior authorization of BROKER, Customer, consignee, or consignor (as such interests shall entitle). If CARRIER is permitted to salvage or otherwise dispose of goods, CARRIER must comply with all instructions provided by BROKER or Customer. CARRIER waives any additional rights to process claims and handle salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370, and waives any right to dispute the value of salvage, if any, determined by Customer, consignee, or consignor (as such interests shall entitle).

(f) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. **INSURANCE.** Unless otherwise set forth in the applicable Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Automobile liability and property damage insurance ("AL") 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, or such larger amount as required by applicable law.

(b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.

Initials\_\_\_\_\_

- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law and, if CARRIER has employees, Employer's Liability coverage in an amount not less than \$1,000,000.00 (U.S. Dollars).
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. 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 the insurance carrier shall endeavor to provide written notice of cancellation or modification of the policies to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER shall be named as an additional insured on CARRIER's CGL and AL policies, and as a certificate holder on the Cargo policy as evidenced by an endorsement on the certificates of insurance.
- (f) CARRIER shall cause each Customer to be named as an additional insured for Carrier's CGL and AL policies. Such additional insured status shall be evidenced by a blanket additional insured endorsement from Carrier's insurer that states the following: "Additional Insured(s): any person or organization whom you have agreed to include as an additional insured under a written contract."

10. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer owned by or leased to BROKER, or otherwise provided to CARRIER by BROKER ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from or of Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused by the negligence, recklessness, or willful misconduct of BROKER. The initial burden of proving such damage, injury, destruction, or theft resulted from the negligence, recklessness, or willful misconduct of BROKER in any proceeding brought pursuant to this Agreement shall rest on CARRIER. In the event that applicable state law does not allow BROKER to waive liability to the extent contained in this provision, the PARTIES expressly agree that BROKER's liability will be waived to the fullest extent allowed by applicable state law.

11. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and the Customer 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 negligence, willful misconduct 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 the extent that any Claim is attributable to the negligence or willful misconduct of BROKER or the Customer. CARRIER's liability for cargo loss or damage under this provision is limited to the liability and amounts set forth in Paragraph 8.

CARRIER shall keep BROKER and the Customer advised of the status of the Claims and shall not settle or compromise any Claim without the indemnified party's(ies)' consent unless the proposed settlement or compromise includes a full release of the indemnified party(ies) without admission of liability on the part of the indemnified party(ies) and without payment or restriction imposed or sought from the indemnified party(ies).

12. **CONFIDENTIALITY.** 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. In addition, during the term of this Agreement, CARRIER may be provided with or exposed to confidential and/or proprietary information of BROKER, including but not limited to Customer information. CARRIER agrees to hold all such information in confidence, divulging such information only to those individuals affiliated with CARRIER that have an actual need to know and who have been informed of the nondisclosure obligations of this Agreement. No confidential or proprietary information shall be divulged to a third party or used for commercial purposes without the prior written consent of BROKER. These confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years. In addition, CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without express written confirmation of BROKER consent.

13. **NON-SOLICITATION.** During the term of this Agreement or for twelve (12) months thereafter, CARRIER will not accept 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 moves shipments obtained directly from Customers of BROKER during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions 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.

Initials\_\_\_\_\_

14. **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. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party.

15. **BROKER'S RECORDS.** To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce such obligations.

16. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part by either PARTY absent the prior written consent of other PARTY; except that BROKER may assign this Agreement to an affiliate of BROKER without the

prior written consent of CARRIER. This Agreement supersedes all other agreements with regard to the subject matter hereof and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

17. **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.

18. **WAIVER.** CARRIER and BROKER 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 a PARTY to insist upon the other PARTY's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any such rights or privileges herein.

19. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Texas. In the event of any disagreement or dispute, the laws of Texas shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Texas and the PARTIES hereby agree to the exclusive jurisdiction of the courts located in the state of Texas. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both PARTIES.

**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: Greatwide American Trans Freight, LLC**

**CARRIER:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Address: 2150 Cabot Boulevard West  
Langhorne, PA 19047

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

FID No: \_\_\_\_\_

**APPENDIX A**  
**to**  
**CARRIER/BROKER AGREEMENT**

1. Customer and Location. This Appendix A shall apply to the following location(s):

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

2. Charges. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

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

2. Payments. In accordance with Paragraph 6 of the Agreement, any special payment requirements are set forth below:

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

3. Freight Loss, Damage or Delay. In accordance with Paragraph 8 of the Agreement, any special provisions dealing with cargo loss and damage claims are set forth below:

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

4. Insurance. In accordance with Paragraph 9 of the Agreement, any special insurance requirements are set forth below:

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

5. Customer Requirements. In accordance with Paragraph 5 of the Agreement, any special Customer requirements are set forth below:

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

**BROKER: Greatwide American Trans Freight, LLC, CARRIER: \_\_\_\_\_**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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



**APPENDIX B**  
**to**  
**CARRIER/BROKER AGREEMENT**

**Rate Schedule**

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

APPENDIX C

**Greatwide American Trans Freight, LLC.**

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Rate Confirmation**

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

Carrier: \_\_\_\_\_

Contact: \_\_\_\_\_

Pro #: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Driver: \_\_\_\_\_

Have Driver Call (\_\_\_\_) \_\_\_\_\_ for dispatch.

**LOAD INFORMATION**

Origin: \_\_\_\_\_

Contact: \_\_\_\_\_

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

\_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_

Pickup/Release #: \_\_\_\_\_

\_\_\_\_\_

Qty: \_\_\_\_\_ Qty. Type: \_\_\_\_\_

Commodity: \_\_\_\_\_

Rate of Item: \_\_\_\_\_

Total: \_\_\_\_\_

Weight: \_\_\_\_\_

\_\_\_\_\_

**Special Load**

**Requirements:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This rate includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Carrier shall be liable for full loss resulting from loss, damage, injury, or delay. Full loss is the invoice price of freight tendered to the Carrier for transport.

We understand that this contract has been approved by a person authorized to do so. If any information is incorrect, please contact us by fax or telephone before executing the above contract.

Confirmation must be signed and faxed to Broker before Loading. All truck invoices must be presented for payment with original Bill of Lading proof of deliveries, and a signed copy of this rate confirmation.

\* For sealed loads, seal numbers and "Seal Intact" notation must appear on Bill of Lading

\* Driver must count during loading or get SLC notation on Bill of Lading

**ALL LOADING AND UNLOADING FEES MUST BE PRE-APPROVED.**

**Special Instructions:**

**Signature and Fax back to**

**required prior to dispatch**

\_\_\_\_\_

Booked by: \_\_\_\_\_

Carrier

Date

Authorized Representative

\_\_\_\_\_  
**Greatwide American Trans Freight, LLC.**

Date

*Your signature constitutes a contractual agreement between your company and Greatwide American Trans Freight, LLC.*