



## **New Carrier Checklist**

Please Fax or Email the following documents:

- 1) Signed Broker Carrier Agreement
- 2) Certificate of Insurance with the following listed as Certificate Holder:

A&K Transport  
PO Box 1774  
Miles City, MT 59301

- 3) Operating Authority
- 4) Worker's Compensation Exemption Certificate or Proof of Worker's Compensation Insurance
- 5) W-9
- 6) Direct Deposit Authorization

Fax: 406-234-8841

Email: [admin@aandktransport.com](mailto:admin@aandktransport.com)

**CARRIER/BROKER AGREEMENT**  
**A&K Transport, LLC**

I. IDENTIFICATION OF PARTIES

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between A&K Transport, LLC, herein after referred to as Broker and \_\_\_\_\_ herein after referred to as CARRIER.

WITNESSETH:

1. (a) A&K Transport, LLC is a regulated Broker of general commodities pursuant to 49 U.S.C. 13903, authorized by Permit No 453767 (a copy of which permit is attached hereto and made a part hereof) to engage in operations as a broker in connection with the transportation of general commodities, except household goods, between points in the United States.

(b) A&K Transport, LLC is authorized by 49 U.S.C. 14101 (b)(1) to enter into contracts with motor carriers. This contract relates solely to the movement of general commodities/property.

2. (a) CARRIER is a licensed motor carrier pursuant to 49 U.S.C. 13902, authorized by License No. MC-\_\_\_\_\_ (and subs thereto, a copy of which license is attached hereto and made a part hereto), to engage in operations in connection with the transportation of general commodities, except household goods, between points in the United States.

(b) CARRIER is authorized by 49 U.S.C. 14101 (b)(1) to enter into contracts with shippers. This contract relates solely to the movement of general commodities/property.

NOW THEREFORE, in consideration of the representations made herein, the parties agree as follows:

II. TERMS AND JURISDICTION OF THIS AGREEMENT

This AGREEMENT shall be governed by Title 49 of the United States Code and the Code of Federal Regulations.

This AGREEMENT is to become effective on the date shown above, and shall remain in effect for a period of one year from such date, and from year to year thereafter,

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Broker

subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon no less than thirty (30) days written notice of one party to the other.

This AGREEMENT to be governed by the Laws of the State of Montana.

### III. CARRIER OBLIGATIONS

(a) CARRIER shall issue a uniform standard bill of lading for property it receives for transportation as defined in 49 U.S.C. 13102 and the services related to that movement under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property. Failure to issue a bill of lading does not affect the liability of CARRIER.

(b) CARRIER'S liability shall be the same as a common carrier's liability under 49 U.S.C. 14706. This AGREEMENT prohibits limitation of liability or released value of cargo.

(c) CARRIER agrees to maintain cargo insurance in an amount equal to the value of the cargo transported to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance with BROKER named as certificate holder, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. In addition, CARRIER shall cause its insurance carrier to identify to BROKER in full descriptive writing all exclusions to CARRIER'S cargo liability insurance. Carrier understands it is fully liable for all cargo and liability damages, whether or not these damages are covered by its insurance company.

(d) CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party, and includes the non-transportation services described in 49 U.S.C. 13102. (The non-transportation services described in 49 U.S.C. 13102 include receipt, delivery, elevation, transfer in transit, refrigeration, icing, ventilation, storage, handling, packing, unpacking and interchange of property).

(e) CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this Agreement. CARRIER further agrees to defend and hold harmless BROKER from all and any liability, costs and damages to persons and/or property arising out of CARRIER'S operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by

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BROKER. This indemnification shall include payment of legal fees necessitated by BROKER'S defense against such claims.

(f) CARRIER shall also maintain all legally required workers' compensation coverage for personnel employed by CARRIER in connection with its transportation operation and services under this AGREEMENT, and will provide BROKER with a copy of such coverage, and will hold BROKER, shipper and receiver harmless from workers' compensation claims by CARRIER'S employees and/or Owner-Operators.

#### IV. BROKER OBLIGATIONS

(a) BROKER shall offer to CARRIER for shipment a minimum quantity of 2 (two) shipments for each year this agreement remains in effect, and CARRIER agrees to transport those shipments during that period of time.

(b) BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addenda thereto, within 29 days of the receipt by BROKER of CARRIER'S invoice, Bill of Lading, and Proof of Delivery covering such transportation.

#### V. SPECIFIED RATES AND CHANGES

The parties agree that the rates may be amended, based on the market conditions then prevailing. The methodology for amending the fixed rate will be as follows. After a rate is agreed to by the parties, one party shall fax to the other party a rate confirmation sheet, which document will identify the shipment by: DATE OF TENDER, ORIGIN, DESTINATION, COMMODITY, ESTIMATED WEIGHT, and AGREED RATE. The rate confirmation sheets shall be an accepted amendment to this agreement, and on the upper right corner of the sheet there shall be a reference (BROKER load number) to the agreement for identification. Because of storage difficulties, the rate confirmation sheet need not be attached to the original agreement, but it may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation sheet. If either party disputes the accuracy of the amended fixed rate, that party shall within 24 hours of receipt of it notify the other party, and a disputed rate shall not become an amended fixed rate until agreed to by both parties. The rate confirmation shall be signed by both parties to this agreement. Facsimile signatures shall be binding.

#### VI. BILLS OF LADING

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(1) CARRIER shall issue a receipt or a bill of lading for property it transports, and shall be liable to the person entitled to recovery under the receipt or the bill of lading. If the consignor has prepared a uniform standard bill of lading in accordance with 49 U.S.C. 14706, CARRIER, when picking up the shipment, shall sign the bill of lading as the agent of BROKER, and BROKER shall be shown on the bill of lading as the carrier.

## VII. SPECIFIED SERVICES

CARRIER will assume full liability for the actual loss of or injury to the property tendered to CARRIER to negate a possibility of Carrier moving those goods on released rates with a limitation of liability and Paragraph III (a) specifically imposes this obligation upon CARRIER. All claims shall be settled in accordance with 49 C.F.R. 370, and Paragraph VIII extends the time for filing of claims and subsequent suits, and also this is designed to meet the distinct needs of BROKER. CARRIER makes guarantees as to transit time in accordance with Paragraph X (below).

## VIII. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS

(a) Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 C.F.R. 370. As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the loss, damage, injury, or delay occurred, or carrier in possession of the property when the loss, damage, injury, or delay occurred, within one year after delivery has elapsed. Suits shall be instituted against any carrier within two years, three months, and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims shall not be paid.

(b) If any dispute arises about a cargo claim, the party who alleges a violation may file suit in the federal district or the state or county in which BROKER is located.

## IX. MEDIATION AS TO ALL DISPUTES OTHER THAN CARGO CLAIMS

If a dispute arises out of or relates to this Agreement, other than a dispute about cargo claims, and the parties have not been successful in resolving the dispute through negotiation, the parties agree to attempt to resolve the dispute by submitting the dispute to mediation by the American Arbitration Association (AAA). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the

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AAA. The parties, their representatives, other participants, and the mediator shall hold the existence, content, and the result of the mediation in confidence. If such dispute is not resolved by mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on the passage of time shall be tolled pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

## X. TRANSIT TIME

BROKER and CARRIER may make agreements on each shipment as to required transit time. Such agreements may make the transit time obligation less or more (with employment of a team or expedited service) than reasonable dispatch. In the absence of an agreement between the parties, the following transit time schedule shall apply. (1) On shipments moving less than 500 miles, next day delivery. (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate: on a shipment moving 2900 miles, delivery shall be made in six (6) days). Safety on the highways is of major concern to both parties, and these transit times are compatible with the Federal Motor Carrier Safety Administration Rules.

## XI. STATUS OF PARTIES

The relationship of CARRIER to BROKER shall, at all times, be that of a Property Broker as defined by federal law. CARRIER shall not be an employee of BROKER for any purpose under the terms of this agreement.

## XII. NO BACK SOLICITATION BY CARRIER

CARRIER shall not solicit 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) where the traffic of the shipper, consignor, consignee, or customer of BROKER was the first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and back-solicits BROKERS' customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of twelve (12) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of twelve (12) months after termination.

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**XIII. HIRING OF OTHER CARRIERS PROHIBITED**

CARRIER agrees that it shall transport all loads entered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. Should a violation of the preceding sentence occur, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless SHIPPER and/or SHIPPER'S customers from any and all freight charges claimed to be owed directly to the underlying motor carrier. CARRIER also agrees to settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. 14706.

**XIV. FORCE MAJEURE EXEMPTIONS**

Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement is such failure, delay, or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

**XV. SEVERABILITY**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CARRIER:**

**BROKER:  
A&K TRANSPORT, LLC**

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

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

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

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

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

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Carrier

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Broker