TRUCK AGENT Carrier Agreement – Southern Services, LLC

This Agreement is made this __________ day of ________________________, 20________, by and between Southern Services, LLC, hereafter referred to as TRUCK AGENT, and ____________________________________________, hereinafter referred to as CARRIER.

WHEREAS, TRUCK AGENT is a FREIGHT FINDING company securing “CARGO” between a SHIPPER/BROKER and the CARRIER on behalf of the CARRIER. WHEREAS, CARRIER is a Motor CONTRACT Carrier whose MC# is ________ and is subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

OBLIGATIONS OF TRUCK AGENT
1. TRUCK AGENT agrees to locate freight, freight bids & contracts on behalf of the CARRIER. TRUCK AGENT will represent CARRIER, in CARRIER’s name for this purpose only. TRUCK AGENT shall handle phone & fax calls to and from the BROKER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER’S operating authority.

2. TRUCK AGENT shall bear no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.

3. TRUCK AGENT shall direct all paperwork, necessary of signature, to CARRIER for approval and completion

4. TRUCK AGENT shall not purposely or with intent, agree to or accept or bind freight quotes, bids, contracts, or offerings, nor will they accept loads or different that preferred pricing of load without the consent of the CARRIER.

5. TRUCK AGENT shall not, in good faith, offer favors or kickbacks to SHIPPERS & BROKERS in order to obtain either freight or good paying loads, or both. TRUCK AGENT will not, in good faith, knowingly accept loads that have been double brokered by the Load Offering Party.

6. TRUCK AGENT shall not bind or charge CARRIER for any office or marketing expense incurred by the TRUCK AGENT. This includes, but is not limited to, sales leads, advertising, phone bills, online services, load boards (except at the request of the CARRIER for additional load boards), office supplies, travel (unless CARRIER Specifically requests TRUCK AGENT to travel on their behalf), vehicle, or any such like.

7. TRUCK AGENT shall hold CARRIER harmless from any liability for personal injury or property damage occurring as result of violations conducted by TRUCK AGENT pursuant to this agreement in paragraphs 1, 3,4 5,& 6.

OBLIGATIONS OF CARRIER
1. CARRIER shall pay TRUCK AGENT 8% of the load pay for each load secured by the TRUCK AGENT to be transported by the carrier. Payment shall be due within 7 days of signing of rate confirmation sheet.

2. CARRIER shall fax or e-mail all signed rate confirmations of all loads moving within 24 hours of signing. Carrier agrees to pay said amount for each load moved

3. Carrier shall pay TRUCK AGENT either by ComChek, TCHEK, Company Check or by PAYPAL for service completed. CARRIER shall pay reasonable charge of 1.5% for credit card transaction if paid by Credit Card, unless otherwise agreed upon.

4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by TRUCK AGENT while in the possession of carrier.

CARRIER INITIALS ______
5. CARRIER shall hold TRUCK AGENT harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

6. CARRIER shall be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

7. CARRIER shall not turn down a load and then contact the SHIPPER or BROKER to accept the same load in question, to avoid paying the TRUCK AGENT fee.

8. CARRIER shall pay TRUCK AGENT for the length term of any contract won during the contact and will pay out until the contract end, if the agreement is terminated by the CARRIER. If the TRUCK AGENT terminates the contract, the CARRIER is not bound to the terms of the agreement with respect to full payout for any contract in place at time of termination.

9. Carrier shall not double broker any loads that are received by the hand of the TRUCK AGENT at any time. CARRIER shall agree to pay TRUCK AGENT for lost business, both actual and estimated based on the CARRIER’s actions of Double Brokering, Fraud, or any unethical actions.

10. Carrier acknowledges that the customer information (SHIPPER’s only) being provided by TRUCK AGENT is the sole and exclusive property of TRUCK AGENT and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

11. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer (SHIPPER’s only) under arrangements first made or procured by TRUCK AGENT. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by TRUCK AGENT efforts.

12. CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waves any and all rate provisions, which may be contained in its published carrier tariffs.

13. This agreement shall be deemed to be effective on the first date that CARRIER, TRUCK AGENT, and SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.

Southern Services, LLC
John M. Williams
Truck Agent
Date: [Today’s Date]