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New Carrier Set-Up Packet

This form is a requirement prior to loading for Bro LLC.

- **Company name and address:**

(Company Name)

(Street Address)

(City, State and Zip Code)

- **Company Billing Address or name of your Factoring Company:**
(PLEASE ATTACH YOUR NOTICE OF ASSIGNMENT WITH PACKET SUBMISSION)

(Company Name)

(Street)

(City, State and Zip Code)

Federal ID#:

Phone#:

MC Number:

Fax:

DOT#:

Email:

Toll Free#:

Contact:

Liability/Cargo Insurance Carrier: _____

Insurance ID #: _____

Insurance Carrier Phone Number : _____



Payment Preference

Please indicate which of the following payment terms you would like to be set up with. Your selection will remain as your permanent payment term until we, BRO LLC., are notified in writing that you would like your term changed. If this form is not filled out, signed and returned, your payment terms will default to 28 days.

_____(INITIALS) Payment will be issued on a weekly basis – BRO LLC will charge 10% of carrier rate. Driver will supply truck, trailer, and maintenance associated with moving cargo on behalf of BRO LLC.

ACH Information (optional)

If you would like to receive your payment quicker (via ACH) rather than "snail mail" please Provide your banking information below.

ACH Info Needed: Bank Name: _____

Account Name: _____

Routing Number: _____

Account Number: _____

AccountType{Please 'x' ONE option}: Checking ___ Savings: ___



• THIS FORM MUST BE COMPLETED BEFORE WE CAN SEND A RATE CONFIRMATION •

(Company Name)

(Street)

(City, State and Zip Code)

Please complete the appropriate statements below:

1. We are incorporated, operate as a "C" Corporation, and we are exempt from 1099 Misc. Form.

Federal Identification Number: _____

Company name as listed on your F.E.I.N.: _____

Date

Signature

2. We are NOT incorporated as a "C" corporation and are required by the I.R.S. law to be included in your annual 1099 Misc. returns. (This applies to "S" Corporations, Limited Liability Companies, Sole Proprietors, and Partnerships}.

Federal Identification Number: _____

Company name as listed on your F.E.I.N.: _____

Date

Signature

ALL new carriers are required to submit 3 references (Other Brokers or Direct Shippers) that you currently work with.

Company Name	Number	Cont.



Carrier Contract Agreement

Made and entered into on this ___ day of _____ 2020, between **BRO LLC.**

Hereinafter referred to as "broker" and _____

a certified contract carrier engaged in the business of transporting property in interstate commerce pursuant to the authority of **ICC-MC**, **hereafter** referred to as "**Carrier**" do hereby **agree** as follows:

I. Broker shall from time to time during the term of this agreement, offer the Carrier various contracts of carriage for the movement of general, and *for* exempt commodities, (see attached).

II. The Carrier authorizes the Broker to invoice and collect from the shipper, consignee, or other responsible payer, all applicable freight charges due as agent for and on behalf of the Carrier. Payment to the Broker as authorized by this agreement shall relieve such shipper, consignee, or other payer of any liability to the Carrier for non-payment of such charge.

III. Broker shall pay each Carrier invoice submitted for services rendered hereunder not more than thirty (30) days after presentation, provided such invoice is accompanied by all necessary shipping documentation, to include delivery receipts. Carrier shall bill the office of Bro, LLC, P.O BOX 566 Patterson California 95363.

IV. The Carrier will provide the Broker with evidence of liability and cargo insurance in a principal amount not less than that amount required by the current regulation of the Interstate Commerce Commission.

V. The Carrier shall be solely and exclusively liable for all cargo loss, damage, shortage, or claims arising from the transportation of any commodity under the terms of this agreement. The Carrier shall also be solely and exclusively liable for all legal liability claimed or arising from the transportation of any commodities under the terms of this agreement.

VI. The Carrier agrees that it shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If carrier "brokers" a shipment, it forfeits the right to collect freight charges and agrees that the Broker may pay such charges directly to the underlying carrier. To the extent, the Broker pays the Carrier, the Carrier agrees to pay any and all charges relating to the



movement of the shipment and to indemnify and hold harmless the Broker and/or the Broker's customers from any and all freight charges owed to the underlying carrier. The Carrier agrees to settle any cargo claims that may arise in connection with such shipment as the Carrier under 49 U.S.C. 14706 regardless of whether it took possession of the freight or was the actual carrier or not.



VII. All equipment and/or driver utilized by the Carrier under the terms of this agreement shall comply with those minimum standards as are established by the Federal Carrier Safety Regulations, 49 CFR.390-399.

VIII. This agreement shall be effective for an initial term of one (1) year commencing on the date signed by the parties. Thereafter, this agreement shall automatically renew for successive one (1) year periods unless otherwise cancelled by either party upon thirty (30) days written notice of its intention to cancel.

Carrier hereby agrees that Carrier shall not solicit any shippers, customers, or brokers whether directly or indirectly, during the term of this agreement and for a period of not less than twelve (12) months after such cancellation becomes effective. Should such solicitation of a shipper, customer or broker occur, the Carrier engages in the transportation of any commodities as a result of such solicitation, Carrier will be liable to the Broker for a sum equal to thirty {30} percent {%} of all revenues generated by such transportation.

Dated **this day of** _____ 2020 by the
following agents for each party.

Agent for Bro LLC

(Printed Name)

Signature

Title

Signature



Date: _____

Inspector (Print Name): _____

Inspector Signature: _____

TRAILER CHECKLIST AND SAFETY REQUIREMENTS

Please review and complete the required commercial truck and trailer inspection form. This is to confirm that your equipment is in satisfactory condition and good repair prior to loading. By signing above you are acknowledging that you meet all the requirements below. (Check each box as you complete each step in your inspection process.)

CARRIER NAME: _____

DRIVER:

- SAFETY VEST
- CLOSED TOE SHOES

TRUCK/TRACTOR:

- AIRLINES; BELT/HOSES
- BATTERY
- MOTOR, TURBO, TRANSMISSION
- CONSOLE TROUBLE INDICATOR LIGHTS- NONE ACTIVE
- FLUID LEVELS INCLUDING OIL & RADIATOR LEVELS
- LIGHTS AND REFLECTORS
- STARTER
- WINDSHIELD & WIPERS

TRAILER:

- FLOOR, WALLS, ROOF, AND CROSS MEMBER SUPPORTS
- CLEAR OF DEBRIS AND ODOR- FOOD GRADE
- TRAILER DOORS- WORKING LATCH, RUBBER SEALS
- LANDING GEAR, BOLTS, K-BRACE, and FOOTPADS/TANDEMS SLID ALL THE WAY BACK
- WHEELS/RIMS & TIRES- NO SIGNIFICANT WEAR / BALDING
- REFRIGERATION UNIT (IF APPLICABLE)
- LIGHTS & REFLECTORS - NONE BURNT OUT/BROKEN
- SUSPENSION SYSTEM
- BRAKES & BRAKE CONNECTIONS
- ICC BAR - NOT CORRODED

