



6515 NC HWY 55
DURHAM, NC 27713
(919) 794-6464 Phone
(919) 361-3638

dispatcher@patriotcarriersllc.com

NEW CARRIER PROFILE

Company Name _____

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Phone# _____ Cell# _____

Fax# _____ Email _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE) _____

Website _____

States Run _____

EQUIPMENT

- Walking Floor
- Dump Trailer
- Belt Trailer
- Flatbed Trailer
- Step Deck Trailer



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Durham, NC 27713
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Brokerage Documents Checklist

To: _____ Date: _____

Company: _____

Fax: _____

From: _____

Documents provided to Motor Carrier:

- ____ 1. Patriot Authority – MC 814919
- ____ 2. Patriot Surety Bond
- ____ 3. Rate Agreement
- ____ 4. Credit Information and References

Documents needed from Motor Carrier to Patriot / Broker:

- ____ Copy of Motor Carriers Authority (s)
- ____ Copy of Motor Carriers Certificate of Insurance – Patriot listed as Cert. Holder
 - ____ Liability – Auto
 - ____ Cargo
 - ____ Work Comp
 - ____ Physical Damage (if applicable – using MTS equipment)
- ____ 5. Copy of Motor Carriers W-9
- ____ 6. Signed Copy of Broker-Motor Carrier Agreement
- ____ 7. Signed Rate Agreement

NOTE: above ____ spaces with an X have been completed

BROKER-MOTOR CARRIER AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **Patriot Carriers**, which has an office at 6515 Hwy 55 Durham, NC 27712 (**BROKER**) and _____, which has an office _____ (**CARRIER**)

I. PREMISES

A. BROKER holds authority issued by the Federal Motor Carrier Safety Administration (FMCSA), or its predecessor agency, at Docket No. MC-814919 to engage in operations as a broker of property, in interstate or foreign commerce.

B. CARRIER holds authority issued by the FMCSA, or its predecessor agency, to transport property as a motor carrier in interstate and foreign commerce and/or from state agencies to transport property in intrastate commerce.

C. BROKER desires to use the motor carrier service of CARRIER to transport property within the scope of CARRIER's interstate and intrastate operating authority and to secure from CARRIER a service designed to meet the distinct needs of BROKER and its customers (collectively referred to as BROKER).

D. CARRIER, as an independent contractor motor contract carrier has agreed to provide BROKER with motor carrier service within the scope of its interstate and intrastate operating authority which is designed to meet the distinct needs of BROKER.

E. The purpose of this Agreement is to set forth the terms and conditions under which the proposed motor carrier service will be provided and to comply with all applicable laws and regulations of the FMCSA and other governmental agencies, including state regulatory agencies.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. BROKER agrees to tender to CARRIER, for transportation within the scope of CARRIER's authority, a series of shipments during the term of this Agreement.

2. CARRIER agrees to accept for transportation and to transport such freight as BROKER shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of the CARRIER, call upon CARRIER to transport. The parties agree that this is not an exclusive agreement and BROKER will use other motor carriers in addition to CARRIER.

3. In the event of any accident or delay in transit which will interfere with prompt delivery or impair the safety or condition of the commodities tendered to CARRIER for transportation hereunder, CARRIER shall promptly notify BROKER by telephone of said accident or delay and take all necessary steps to protect and preserve the shipment.

4. CARRIER shall provide BROKER with invoices and proof of delivery for service rendered promptly upon the performance of such service, and BROKER shall make payment to CARRIER within thirty (30) days of receipt of such invoices and proof of delivery. The compensation which BROKER shall pay to CARRIER for the transportation service shall be in accordance with rates and charges mutually agreed upon prior to the movement of the freight, which rates and charges are set forth in Appendix 1 to this Agreement or, if not set forth in Appendix 1, which will be confirmed in writing by the BROKER by fax.

5. Each shipment transported pursuant to the terms and conditions of this Agreement shall be evidenced by a receipt or bill of lading in a form agreed to by the parties, signed by CARRIER and containing as a minimum the names and addresses of the consignor and consignee, the points of origin and destination, and the types and quantities of the commodities to be transported. Such receipt shall be evidence of receipt of such commodities by CARRIER in good order and condition unless otherwise noted on the face of such receipt. To the extent any term or condition of such receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control the resolution of any disputes. Upon delivery of each shipment CARRIER shall obtain a delivery receipt from the consignee showing the kind and quantities of freight delivered, the condition of such commodities and the date and time of delivery.

6. BROKER shall have the sole responsibility to invoice the shipper or receiver for all charges, and to collect such charges from the shipper or receiver. Payment of the freight charges by the shipper or receiver to the BROKER shall relieve it of any liability for non-payment of freight charges. CARRIER agrees that it will not under any circumstances invoice the shipper or receiver.

7. CARRIER, at its cost and expense, shall provide motor vehicle equipment for use in the services to be performed hereunder which is adequate and satisfactory to the BROKER and shall maintain such equipment in good and efficient condition. CARRIER, at its cost and expense, shall employ competent, reliable and physically fit drivers, and shall procure and maintain such licenses and permits as are required by local, state and federal authorities with respect to such transportation services, and will comply with all federal, state and municipal rules, regulations, statutes and ordinances in connection with the rendition of the services contemplated herein.

8. CARRIER shall be liable to BROKER or to the owner of the property and cargo for any loss or damage to the property or cargo while in the possession of or under the control of CARRIER or resulting from CARRIER's failure to properly perform its obligations under this Agreement. The parties agree that CARRIER's liability for any such loss or damage shall be the same as if CARRIER were operating as a motor common carrier subject to the cargo liability obligations of motor common carriers. In the event CARRIER does not reimburse the BROKER

or the owner of the property, the BROKER may deduct the amount in question from any sums then or thereafter due CARRIER from BROKER.

9. CARRIER shall be liable for any damages resulting from the failure of CARRIER to make timely delivery where CARRIER has been advised of the specific delivery time required and through its negligence or the negligence of its agents or employees fails to make timely delivery and CARRIER agrees to indemnify and hold harmless BROKER from any losses, damages, expenses, liabilities and claims resulting from the failure of the CARRIER to make timely delivery.

10. CARRIER agrees that it will not solicit traffic from any account 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 account of the BROKER was first tendered to the CARRIER by the BROKER. In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of thirty (30%) percent of the gross revenue per load on any freight so transported by CARRIER for any of BROKER's accounts and costs and reasonable attorney's fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which the Agreement remains in force, and for a period of one year after the termination of this Agreement by either party.

11. CARRIER shall be an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation service. CARRIER shall have exclusive responsibility for the hiring, supervising, disciplining and discharging of drivers and other personnel. BROKER has no right to and will not control or attempt to control the manner or means by which CARRIER performs the service contracted for in this Agreement. CARRIER assumes full responsibility for the acts and omissions of the drivers and others engaged by it and for the payment of local, state, and federal payroll taxes, contributions or taxes for unemployment insurance, pensions, worker's compensation, or other social security and related protection with respect to the persons engaged in the performance of such transportation services, and agrees to comply with applicable rules and regulations promulgated under such laws. CARRIER shall bear the costs and expenses of the furnishing of all fuel, oil, tires and other parts, supplies and equipment necessary or required for the safe operation and maintenance of the equipment. CARRIER is not authorized or empowered to obligate or bind BROKER as to third parties in any manner whatsoever.

12. CARRIER shall not use "substituted services" by rail or other motor carriers, nor shall it use the services of other property brokers without the prior written consent of BROKER. CARRIER shall also not trip-lease its equipment to other motor carriers to perform the services contracted for under this Agreement without the prior written consent of BROKER.

13. At all times during the term of this Agreement, at CARRIER's own expense, but for the mutual benefit of CARRIER and BROKER, CARRIER shall maintain insurance of the kinds and amounts specified in this paragraph or in amounts required by law, whichever is greater. CARRIER shall furnish BROKER with an original Certificate of Insurance as evidence thereof in the prescribed form at the execution of this Agreement. The Certificate of Insurance

should be sent to BROKER's business address as referenced above or such other location as BROKER may from time to time so designate.

Workers' Compensation and Employer's Liability Insurance affording (i) protection under the Workers' Compensation Law of the state in which the work is to be performed or containing an all-state endorsement.

Comprehensive Automobile Liability Insurance, in amounts not less than:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$1,000,000 per person	\$500,000 per occurrence
\$1,000,000 per occurrence	

Or \$1,000,000 combined single limit.

Motor Truck Cargo Insurance in amounts not less than:

\$100,000 per trailer

14. CARRIER shall at all times (both during and after the term hereof) indemnify and hold harmless the BROKER, and its shippers and receivers, from all losses, damages, expenses, actions, suits, liabilities, and claims for injury to persons (including injury resulting in death) and damage to property or cargo arising out of or in connection with the transportation of the property or cargo transported pursuant to this Agreement.

15. The parties agree that this is a non-exclusive Agreement. CARRIER shall be free to accept freight for transportation from shippers other than BROKER and BROKER shall be free to tender freight for transportation to motor carriers other than CARRIER.

16. Unless the parties agree in writing to a partial or complete waiver, or unless required by law, the parties shall keep confidential and not disclose to any third party and shall direct their officers, employees and agents to keep confidential and not disclose to any third party any and all information concerning shipments covered by this Agreement, including without limitation the property transported, the origin and destination, route, consignor, consignee, and number of shipments, except to the extent required for freight billing, auditing and collection purposes.

17. This Agreement shall become effective on the date hereof and shall continue in effect until terminated by either party by mailing or delivering to the other party written notice of termination at least five (5) days prior to the effective date of termination.

18. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

19. This Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

20. Any legal actions filed pursuant to this Agreement shall be brought only in the federal or state court where the BROKER is domiciled.

21. The parties agree that facsimile signatures of this Agreement shall be deemed original signatures and as such shall be fully binding upon the parties.

22. This Agreement cannot be changed orally and constitutes the entire Agreement between the parties hereto. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties, except as otherwise specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above stated.

BROKER

CARRIER

Patriot Carriers

By: _____

Charles A. Ballard IV

By: _____

Signature

Print Name



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
September 04, 2014

LICENSE
MC-814919-B
U.S. DOT No. 2374437
CAROLINA STONE & SUPPLY INC
D/B/A PATRIOT CARRIERS
DURHAM, NC

This License is evidence of the applicant's authority to engage in operations, in Interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO