



**River Place Logistics, Inc.**

4131 Parklake Ave.

Suite 440

Raleigh, NC 27612

P: 919-783-7500

F: 919-783-5122

[www.riverplacelogistics.com](http://www.riverplacelogistics.com)

**BROKER-CARRIER AGREEMENT**

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ (hereinafter referred to as "Carrier") and River Place Logistics, Inc., (hereinafter referred to as "Broker"), a freight broker pursuant to Docket No. MC# 637628.

1. **Broker Status.** Broker is a freight broker who arranges for motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), and 49 C.F.R. § 371.2. Broker and Carrier wish for this Agreement to govern Carrier's performance of motor transportation services for freight tendered to Carrier by Broker.

2. **Carrier Status, Rights and Responsibility.** Carrier will perform its transportation services for Broker and Broker's Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work it performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and Broker's Customers harmless therefrom. Carrier shall provide Broker with Carrier's Federal Tax ID number and a copy of Carrier's IRS form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

3. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, Broker's Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

4. **Title 49.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

5. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to Rate Confirmations issued by Broker.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

6. **Re-Broker.** Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligation reflected in this agreement, the Carrier will be liable for consequential damages for violation of this clause of the agreement.

7. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Rate Confirmation or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.

8. **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstances, will Carrier seek payment from the shipper or consignee.

Carrier hereby acknowledges and agrees that it is at Broker's sole and exclusive discretion to withhold payment in full or any portion thereof due to Carrier, if Carrier fails to meet or strictly abide by the terms and conditions of this Agreement or any Rate Confirmation. Events under which Broker may withhold full or partial payment to Carrier include, but are not limited to, missed or delayed pick-up appointments or delivery dates, failure to comply with shipping instructions, failure to provide proof of delivery, failure to provide a clear and legible bill of lading, failure to provide receipts for any lumper or unloading fees, or shipments where there is a cargo loss or damage claim, a breach of the Re-Brokering or Non-solicitation provisions. Carrier acknowledges and agrees that its failure to pick up a load that it agreed to accept does not relieve Carrier from liability as defined herein. Any claim for nonpayment, underpayment, or undercharges must be presented to Broker within one hundred eighty (180) days from the date the freight was delivered. Carrier hereby waives any rights it has to payment for freight charges arising under this Agreement, should Carrier fail to present Broker with an invoice or written request for payment within one hundred eighty (180) days from the date the freight was delivered. Carrier must bring a civil action to recover charges for transportation services provided by Carrier within eighteen (18) months from date of shipment. Broker must present all overcharge claims to Carrier within one hundred and eighty (180) days from the date Broker receives Carrier's Freight Bill, except that claims for unidentified or duplicate payments may be presented at any time. Broker must bring a civil action to recover overcharges, unidentified payments, or duplicate payments within eighteen (18) months from the date Broker receives a written declination of its claim from Carrier.

9. **Insurance Evidence.** Carrier agrees to obtain any insurance coverages required by any government body for the types of transportation and related services specified in Rate Confirmations received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in Rate Confirmations received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, Broker's affiliates, or Broker's Customer based on any loss or liability insured under the insurance

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement.

Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Broad Form Motor Truck Cargo insurance or a superior equivalent, with limits of not less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, for all owned and/or contracted vehicles (iii) Commercial General Liability insurance with a limit of not less than US\$1,000,000 per occurrence, (iv) Workers' Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides transportation services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R. § 387.7 and 387.9 (or successor regulations thereto).

Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker as an additional insured.

When Carrier provides transportation services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Workers' Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Workers' Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation.

Insurance will meet or exceed the requirements of federal, state and/or provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Agreement's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment, vehicles and cargo used in providing transportation services and (iii) not contain any exclusions or restrictions as to: (a) designated premises or project, (b) pertaining to unattended vehicles, equipment or cargo, (c) for unscheduled vehicles, equipment, drivers or cargo, (d) for fraud or infidelity, (e) geographical location in the United States, or (f) for a particular radius of operation.

10. **Carrier Moving Perishables.** Carrier warrants that it will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that it shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least one year. Copies of these records must be provided upon request to the Carrier's insurance company and Broker.

Carrier warrants that it will be responsible for following temperature instructions on any applicable Bills of Lading.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

Carrier warrants that it will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier warrants that it will be responsible for any negligence in the temperature setting of any refrigeration or heating unit and further warrants that any cargo insurance held will not have an exclusion for such Carrier negligence.

Carrier shall provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

11. **Shipping Document Execution.** Carriers are to be named on the bill of lading as the “carrier of record.” If Broker is named on a bill of lading it is solely for convenience and Broker will not be considered a party to that bill of lading. Broker shall be shown as the third party payer of all freight charges.

12. **Indemnification.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, BROKER’S AFFILIATES AND BROKER’S CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS AGREEMENT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, BROKER’S AFFILIATES AND BROKER’S CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSABLE.

CARRIER FURTHER AGREES THAT ITS OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, BROKER’S AFFILIATES AND BROKER’S CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES OF ALL INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS) SHALL IN NO WAY BE LIMITED TO THE COVERAGE LIMITS OF THE INSURANCES PROCURED IN COMPLIANCE WITH SECTION 9 OF THIS AGREEMENT.

“Losses” mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys’ and paralegals’ fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

13. **Carrier’s Cargo Liability.** Carrier assumes liability as a common carrier for the full liability for the greater of replacement cost or invoice value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, while under Carrier’s care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker immediately. Cargo which has been tendered to Carrier

intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, Customer's full actual loss, or the amount determined by Broker. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker for any payments made hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker.

14. **Loss and Damage Claims.** Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offers in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 30 day period shall be deemed an admission by the Carrier of full liability for the amount claimed and a material breach of this Agreement.

15. **Salvage Claims.** Carrier shall waive any and all rights of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged goods transported by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

16. **Law and Integration.** This Agreement, together with any Rate Confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. The legal relations between the parties shall be governed and construed in accordance with the laws of the United States where applicable and otherwise by the laws of the state of North Carolina, excluding any conflicts-of-law rule or principle that might refer construction of such provisions to the laws of another jurisdiction. Venue for any action involving any dispute arising under this agreement shall lie in the United States District Court for the North Carolina, to the exclusion of all other federal and state courts, or in the event that jurisdiction does not exist in federal court the appropriate state court in North Carolina.

Carrier agrees that if there is any conflict between the terms of this Agreement and a Rate Confirmation, the terms of this Agreement will control.

17. **Safety Rating and Operating Authority.** Carrier shall maintain at all times a "Satisfactory" U.S. DOT safety rating and requisite operating authority.

18. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Agreement, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

and business practices (the “information”). During this Agreement’s term and for 12 months after its termination, Carrier will hold the Agreement’s provisions and information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the information to Broker’s competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

19. **Non-solicitation of Customers.** During this Agreement’s term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not to, directly or indirectly solicit or provide transportation services to any Customer without Broker’s prior written consent if (a) that Customer first became known to Carrier as a result of Broker’s engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker’s engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

20. **Savings Clause.** If any provision of this Agreement or any Rate Confirmation is held to be invalid, the remainder of the Agreement or the Rate Confirmation shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

21. **Agreement Term.** This Agreement shall be for a period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

22. **Warranty of Authorized Signatures.** The parties hereto each represent and warrant that they have full power and authority to enter into and execute this Agreement, and the individuals executing this Agreement on behalf of the said parties each represent and warrant that (a) they have full authority to execute this Agreement on behalf of the business entity for which they so executed same; and (b) they are acting within the course and scope of such authority in executing this Agreement.

|                                    |                 |                   |       |
|------------------------------------|-----------------|-------------------|-------|
| <u>River Place Logistics, Inc.</u> | <u>5/1/2024</u> | _____             | _____ |
| BROKER                             | Date            | CARRIER           | Date  |
| By: <u>O.B. Moss</u>               |                 | By: _____         |       |
| Print Name: <u>O.B. Moss</u>       |                 | Print Name: _____ |       |
| Witness: <u>R. Fowler</u>          |                 | Witness: _____    |       |