



*595 W. Lambert Road Suite 202 Brea, CA 92821
Tel No. 714-897-1545 & Fax No. (714) 990-1184*

Carrier Instructions

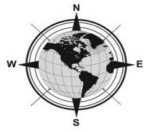
Please complete all forms contained in “Master Carrier Packet-New Carrier” file and return to:

GLICarrier@gardnerlogistics.com

- Completed Carrier Profile Sheet**
- Copy of Carrier Authority Letter from FMCSA**
- Copy of NMFTA (SCAC) Certificate**
- Completed Vendor ACH Payment Setup Form**
- Completed and Signed “Carrier-Broker Contract”**
- Insurance Certificate (*Accord Form*) with below listed as Certificate Holder:**

**Gardner Logistics, Inc.
595 W. Lambert Road, Suite 202
Brea, CA 92821**

- Signed Carrier W-9**



CARRIER PROFILE SHEET

DOT# _____

Date _____

Carrier Name: _____	FF/MC# _____	EIN# _____	SCAC# _____
Remittance Address _____	City _____	St _____	Zip _____
Account Receivable Contact _____	Email _____	Ph _____	_____
Factor or Third Party: _____	Contact _____	Ph _____	_____

Primary Customer Service contact, Name _____

Direct Phone _____ Toll free Phone _____

Mobile Phone _____ 24/7 Phone _____

Fax Number _____ Email _____

Back-up Name _____		After Hours Name _____	
Direct Line _____	Toll Free _____	Direct line _____	Toll Free _____
Mobile _____	24-Hour _____	Mobile _____	24-Hour _____
Fax _____	Email _____	Fax _____	Email _____

LANE SERVICE PROFILE

Origin State (circle all that applies)		Destination State (circle all that applies)	
Zone 1: CT DE MA ME NH NJ NY PA RI VT	Zone 1: CT DE MA ME NH NJ NY PA RI VT	Zone 2: KY OH VA WV	Zone 2: KY OH VA WV
Zone 3: IL IN MI WI	Zone 3: IL IN MI WI	Zone 4: AL FL GA MS NC SC TN	Zone 4: AL FL GA MS NC SC TN
Zone 5: MN WI IA ND SD	Zone 5: MN WI IA ND SD	Zone 6: CO KS MO NE WY MT	Zone 6: CO KS MO NE WY MT
Zone 7: AR LA NM OK TX	Zone 7: AR LA NM OK TX	Zone 8: AZ CA ID NV OR UT WA	Zone 8: AZ CA ID NV OR UT WA

EQUIPMENT PROFILE

Circle Carrier Type(s) LTL Van LTL FlatBed LTL Reefer Rail/Intermodal FTL Forwarder Rail Drayage Port Drayage

Drivers by Classification: Company Drivers _____ Owner Operators _____ Contractors _____

Solo _____ Team _____

Driver Endorsements TWIC _____ TSA _____ CSA (CBSA) _____ Hazmat _____

Indicate Number of trailers by Type: 53' Dryvan _____ Reefers _____ TOFC _____ Flatbeds _____

Drop Deck _____ Stepdeck _____ Lowboy _____ RGN _____ Other Specialized Equipment _____

Circle Services Performed: Hazmat Liquor Tires Blanket-Wrap drop/Spot Trailers Transload

Rail Drayage Harbor /Port drayage Cross Boarder (Canada) Cross Boarder (Mexico)

Crossing border (s) Crossing border(s)

Circle Certifications: Smartway C-Tapt Certified C-Tapt Compliant Fast-U.S./Canada Fast-U.S./Mexico



GLI Preferred way of paying is via ACH. There is No additional charge for this service. To Receive your invoice payment electronically, complete and return the vendors ACH Setup and Electronic Payment authorization form

Return form to: Invoice_POD@gardnerlogistics.com

Vendors ACH Payment Setup form

Date: _____

Vendors Name: _____

Factoring company Name (if Apply) _____

Bank Name: _____ Vendors Name as on Account _____

Bank City _____ Bank State _____

ACH/Bank Routing Number _____ Bank Account Number _____

E-Mail Address to send ACH notification _____

Person Approving ACH Payments _____

BROKER/CARRIER AGREEMENT

This agreement is entered in this _____ day of _____, 20____ by and between **GARDNER LOGISTICS, INC.** ("BROKER"), a Registered Property Broker, Lic. No. **MC-325349B** and _____ a Registered Motor Carrier, Permit/Certificate No. MC-_____ DOT- _____ ("CARRIER"), collectively the "Parties".

1. PARTIES

BROKER is a property broker as defined in 49 CFR 371.2. BROKER agrees to solicit and garner property transportation business for CARRIER for the mutual benefit of CARRIER and BROKER. BROKER agrees to conduct all billing services to shippers and will offer facilitator services in the event of a claim. All equipment, service, document and rate requirement rates will be agreed to in writing in accordance with the BROKER'S rate confirmation agreement. CARRIER represents and warrants that it is a State and/or Federally licensed motor carrier authorized to transport property and shall transport tendered property under its own motor carrier operating authority subject to the terms of this Agreement. CARRIER will notify BROKER immediately if their Federal or State Operating Authority is suspended or revoked or if their FMCSA safety rating is ever listed as unsatisfactory or Conditional or insurance is Suspended or Revoked for any reason. Throughout his agreement, both BROKER and CARRIER may be referred as "Parties."

2. TERM

The term of this agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year terms, unless terminated upon thirty (30) days prior written notice, with or without cause, by either Party without negating obligation to complete any work in progress.

3. BROKER OBLIGATIONS

BROKER agrees to tender CARRIER at least one (1) shipment during the term of this agreement. and should be named as 3rd party freight payer (no Section 7) on the bill of lading. BROKER'S Rate Confirmation will be included as part of this agreement and any additional charges not noted in the Rate Confirmation must be agreed to by both parties in writing. BROKER is the sole party responsible for payment of the CARRIER'S charges and failure to collect payment from the customer/shipper does not exonerate its obligation to pay CARRIER within 30 days of receipt of Invoice, For payment, CARRIER consents to the exclusive personal jurisdiction and venue of the local, state, or Federal Courts located in the state of California and expressly waives any right to object to the forum as an inconvenient forum (forum non-convenience).

4. CARRIER OBLIGATIONS

CARRIER shall issue a bill of lading in compliance with 49 U.S.C. § 80101et.seq.& 49 C.F.R. § 373.101 for property it receives under this agreement and CARRIER assumes full responsibility/liability once the trailer is loaded regardless of whether a bill of lading has been issued and/or signed, and/or delivered to CARRIER. CARRIER will not re-broker, assign or interline shipments without written consent of broker. Failure to comply will not release CARRIER liability to BROKER, but may release payment directly to CARRIER. CARRIER must maintain compliance during the term of this agreement with all applicable federal, state and local laws concerning hazardous materials, licensing, driver training and driver and equipment safety. In order for invoice to be paid to CARRIER, Signed Rate Confirmation and Signed Proof of Delivery in the form of a dually Signed Bill of lading must be sent (via mail or **email "preferred"**) within 48 hours from time delivery and must be 100% legible.

5. INSURANCE

CARRIER must also maintain and provided proof of insurance coverage's as follows; **General Liability - \$1,000,000, Auto Liability - \$1,000,000, Motor Cargo - \$100,000 and Worker's Compensation as required by law.** CARRIER shall comply with 49 C.F.R. § 370.1 for processing loss and damage claims and CARRIER'S liability for cargo damage, loss or theft shall be determined under the Carmack Amendment 49 U.S. Code § 14706 and shall include legal fees in the event of a dispute. CARRIER shall pay, decline or offer settlement in accordance with 49 C.F.R. § 370.9. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment shall be no less than \$100,000 unless CARRIER is notified by BROKER of the increased value in advance of shipment pick up. Additionally, both CARRIER and BROKER acknowledge the extreme costs attendant to trial by jury and therefore both CARRIER and BROKER waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort at law or in equity, arising out of or in any way related to the agreement.

6. INDEMNIFICATION

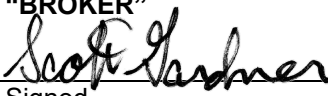
CARRIER will indemnify and hold harmless BROKER, its employees, officers, directors, agents, principals and assigns from any liability, settlements, judgements, verdicts, attorney fees or expense or any nature whatsoever arising out of any claims, demands or suits against BROKER which in any way relate to a claim of BROKER's liability or culpability for the actions of CARRIER, its employees (statutory or otherwise) agents, principals, officers, directors, assigns or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability or any claim or cause of action recognized by any state, municipality, county or any jurisdiction, Administrative Agency, or the Government of the United States.

7. NON-SOLICITATION

The Parties will not in any manner, solicit, nor accept any business in any manner from sources not their customer, which sources were made available through this agreement, without the express written authorization of the party who made available the source. The Parties will maintain complete confidentiality regarding each other's business sources and/or their customers and will disclose such business sources only to named parties. The Parties will not disclose names, addresses, email address, telephone and tele-fax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective Parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other Party. The Parties also undertake not to make use of a third party to circumvent this clause. In the event of circumvention of this Agreement by either Party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on the effective date listed above in, their respective names by their fully authorized representatives below:

GARDNER LOGISTICS, INC.

"BROKER"
 01/21/2019
Signed _____ Date
Scott Gardner
Name _____
President
Title _____

"CARRIER"

Signed _____ Date
Name _____
Title _____