



41605 Ann Arbor Road Plymouth, MI 48170 Toll Free 800-800-0288 Fax 734-354-7385

Dear Carrier;

Thank you for your interest in being a carrier for Whiteline Express, Ltd. To help us qualify you as an approved carrier, please complete and return the following information:

1. Insurance Certificate
2. Carrier Profile
3. Brokerage Contract
4. W-9 Form
5. Copy of your operating authority (please include front and back pages)
6. Payment will be delayed until all documentation has been signed and returned.

Other Information (if applicable):

_____ Canadian authorities your company holds

_____ Letter from your factoring company specifying the remittance address

_____ DOT Safety Rating

Whiteline Billing Information

To ensure prompt payment for your services, please submit the following paperwork for each load that your company hauls for us:

1. Correct original bill of lading (If the shipper does not provide one, the carrier must).
2. Whiteline rate confirmation.
3. Delivery receipt with ***legible*** Consignee Signature.
4. **Loads are JIT and if late, downtime charges will be responsibility of carrier.**
5. Your company's invoice for the freight charges.
6. Copy of rate confirmation sheet.
7. No detention charges, lumper, or layover charges will be paid without new rate confirmation being issued to include charges.

For prompt payment, each item submitted **MUST** show the Whiteline order number. This number will be given at time of dispatch.

REMIT TO:

**Whiteline Express, Ltd.
Attn: Accounts Payable
P.O. Box 8093
Plymouth, MI 48170
800-800-0288**



41605 Ann Arbor Road Plymouth, MI 48170 Toll Free 800-800-0288 Fax 734-354-7385

ATTENTION CARRIER APPLICANT

PLEASE FAX THIS TIME-SENSITIVE LETTER TO YOUR INSURANCE AGENT.

TO: _____
Carrier's Insurance Agent

FROM: _____
Carrier's Company Name

RE: CERTIFICATE OF INSURANCE

Dear Insurance Agent:

This fax is to request a signed, Certificate of Insurance on the above Insured. Please indicate the following information:

1. **U.S. Coverage** (whichever applies):
Auto liability (minimum \$1,000,000 policy – U.S. funds)
Cargo liability (minimum \$100,000 policy – U.S. funds)
Canadian Coverage (whichever applies):
Auto liability (minimum \$2,000,000 policy – U.S. fund equivalent)
Cargo liability (minimum \$200,000 policy – U.S. fund equivalent)

2. Please make out the certificate to the following:

Whiteline Express, Ltd.
41605 Ann Arbor Road
Plymouth, MI 48170
Attn: Carrier Services

3. We require the above to be named as additional insured or certificate holder. The certificate must be signed.
4. Please indicate whether the insured has **ALL RISK** or the **BROAD FORM** type of cargo insurance.

Note to Insurance Agent – Please FAX the requested information to **734-354-7385**.

If you should have any questions, please call 800-800-0288, ext. 7362 or 7359.



Carrier Profile

Company Name: _____
FID# _____ MC# _____ DOT# _____ Brokerage Authority (Y/N) _____
Physical Address: _____ City _____ State ___ Zip _____
Mailing Address: _____ City _____ State ___ Zip _____
Phone #: _____ Fax#: _____ Toll Free#: _____
After hour's emergency #: _____ Dispatch Contact: _____
Website: _____ Email: _____
What load matching services/web sites do you use? _____
Would you be interested in trailer spotting? _____

Resources & Equipment

Owner Operators: _____ Y _____ N Company Drivers: _____ Y _____ N # of Teams: _____
Satellite Tracking: _____ Y _____ N Cellular Phone: _____ Y _____ N Pagers: _____ Y _____ N
Power Only: _____ Y _____ N # Of Power Units: _____

	Number	Size(s)
<u>Type of Equipment:</u> Van(s)	_____	_____
Flat(s)	_____	_____
Reefer(s)	_____	_____
Drop Deck(s)	_____	_____
Lowboy(s)	_____	_____
Specialized Trailer(s)	_____	_____

TRANSPORTATION CONTRACT (BROKER)

This agreement is entered into on _____ by and between **Whiteline Express, Ltd., located at 41605 Ann Arbor Road Plymouth, MI 48170**, (hereinafter referred to as "Broker") and _____ (herein referred to as "carrier")

WITNESSETH:

WHEREAS, the Carrier is a motor contract carrier of property authorized to transport freight for hire in interstate commerce under Interstate Commerce Commission permit no. **MC-_____** (a copy of which permit is attached hereto and made a part hereof);

WHEREAS, Broker is a broker, duly licensed to arrange for the transportation of property pursuant to **License No. MC-163645 Sub 3**, a copy of which license is attached hereto and made a part hereof, and shall have "practical working control" of the involved freight as that term is defined by the Interstate Commerce Commission in Dixie Midwest Express, Inc. Extension-General Commodities, 132 MCC 794 (1982) and as such is responsible for routing traffic from origin to destination;

WHEREAS, Broker desires to enter into a continuing bilateral contract with the Carrier for services within Carrier's authority; and

NOW, THEREFORE, in consideration of the covenants and undertakings in this Contract, the parties mutually agree as follows:

1. **Services.** Broker agrees to tender to Carrier the transportation of a series of shipments with a minimum of **THREE** shipments moving to, from or between facilities maintained by customers of Broker in such quantities as Broker shall, from time to time, determine. Carrier agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as customer may require, subject to the availability of suitable equipment and in the same quantity as received and at the prescribed pick up and delivery times following Broker's call in procedures.

2. **Compensation.** Broker and Carrier shall establish mutually-acceptable contract rates before rendering specific freight services and Carrier shall be paid for its services on the basis of such rates between the origin and destination points of specified line haul transportation services performed by Carrier. All such rates will be confirmed in writing on a Schedule-A or by facsimile transmission prior to performance of transportation services.

Broker shall be responsible to pay Carrier for all transportation services rendered hereunder. Moreover, Broker agrees to make settlement within thirty (30) days of submission by Carrier to Broker of those documents showing full and proper performance of said transportation services as may be required by Broker, including a copy of the aforementioned Confirmation fully executed by Carrier and the original bill of lading. Broker shall be entitled to deduct any sums advanced Carrier from said settlement. Furthermore, the parties mutually agree that any payment due Carrier is subject to revision if the amount is based on an error, including but not limited to, an error in calculating mileage or an adjustment for a claim.

3. Liability Standards. The parties agree that all liability standards and burdens of proof are herein governed by the Interstate Commerce Act, 49 U.S.C. Section 14706 (the Carmack Amendment). Accordingly, Broker assumes no responsibility for delivery by the Carrier of the involved commodities without loss, damage, injury or unreasonable delay from point of origin to point of destination. Carrier shall be responsible for all claims for loss, damage, injury or delay due to its negligence. Carrier's liability shall begin when it signs the bill of lading and has received any such goods and shall continue until such time as Carrier receives a signed bill of lading or delivery receipt from the proper named consignee and nothing remains to be done by Carrier to deliver the shipment to consignee. When a shipment is refused by the consignee or Carrier is unable to deliver it for any reason, Carrier must contact Broker immediately. Carrier's liability as a warehouseman shall not begin until Carrier has placed the shipment in a public warehouse or storage facility under reasonable security.

4. Procedure for Loss and Damage Claims. Carrier shall report any shortage, overage or damage to the freight before leaving the shipper or receiver's facility to Broker. All loss, damage, shortage or overages must be noted in detail on the bill of lading. All claims for loss and damage and any salvage arising therefrom shall be handled and processed in accordance with 49 CFR 370. Carrier agrees to acknowledge claims within **thirty (30)** days and within **sixty (60)** days of receipt of claim to settle claim in full, deny, or make firm offer to settle. If Carrier does not respond within **sixty (60)** days of receipt of claim, Broker is authorized to deduct the full of amount of the claim from the Carrier's compensation as set forth in paragraph 2.

5. Insurance. Carrier shall procure and maintain at the expense of Carrier, public liability insurance with a reputable and financially responsible insurance carrier or carriers in an amount of at least equal to the minimum limits set forth at 49 C.F.R. 1043.2(b) (2) and cargo insurance in an amount of not less than **\$100,000 per shipment**. **Carrier shall furnish broker with a Certificate of Named Insured showing Broker as certificate holder and shall require its insurance carrier to give broker written notice thirty (30) days prior to the cancellation of said insurance.**

6. Workers' Compensation and Employers Liability. Carrier shall maintain Workman's' Compensation, Employer's Liability Insurance, and any insurance required by any statutes applicable where the work is to be performed. All such Insurance shall be in amounts sufficient, and as required by statute, to protect Carrier and its subcontractors for work performed under this Contract from any liability for bodily injury, sickness, or disease (including death resulting at any time therefrom) for any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted. Carrier may, at its option, provide certificates of authority to self-insure its Workman's' Compensation coverage in lieu of actual certificates of insurance for only those jurisdictions in which it is qualified to self-insure.

7. **Force Majeure.** In the event that either party to this agreement shall be prevented from or delayed in performing any of its obligations hereunder on account of any law or legally binding order, regulation, or act of any government or department or agency thereof, or on account of war, acts of God, labor disturbances, or any cause beyond the control of such party, such party shall be excused from performing its obligations hereunder to a like extent and neither party shall be liable to the other for damages by reason of any delay or suspension of performance resulting from the disabilities listed herein.

8. **Relationship of the Parties.** In the performance of transportation services hereunder, Carrier shall be an independent contractor and not an agent or employee of Broker. Carrier shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. Carrier agrees at its own expense to furnish suitable trucks, tractors, and semi-trailers to comply with the Contract, and to assume all costs, expenses and liabilities incident to or arising out of the maintenance, repair or operation of the equipment. Carrier further assumes full responsibility for the payment of local, state and federal taxes and contribution or taxes for unemployment insurance, old age pensions, workmen's' compensation, or other social security and related protection with respect to the persons engaged in the performance of said transportation service

Carrier further acknowledges and agrees that Broker is an independent contractor as to its customer, and is not the agent of any customer. Accordingly, Carrier agrees that it shall not look to the customers of Broker under any circumstances for payment of freight charges and hereby waives any such claims. On all shipments arranged to be shipped by Carrier pursuant to this Agreement, Carrier shall bill all freight charges to Broker. Any violation of this billing condition shall result in the forfeiture of fifty percent (50%) of the freight charges on the shipment incorrectly billed.

9. **Indemnifications and Warranty.** Carrier shall indemnify and hold harmless Broker from and against all loss, damage, expense, actions and claims for injury to persons (including injuries resulting in death) and damage to property arising out of or in connection with Carrier's acts or omissions, including the loading, handling, transportation, or except loss, damage expense, actions and claims resulting from the sole negligence of Broker.

Carrier acknowledges that shipments may be of food(s) for human consumption and Carrier warrants that its vehicles and trailers will be maintained in a condition to have foodstuffs in accordance with all applicable regulations.

Moreover, Carrier, at no time, shall bring a cause of action against Broker excepting only for shipping charges for any loss, damage, expense, action and/or claim for injury to persons and damage to property arising out of or in connection with Carrier's performance under this Contract.

10. Account Protection. Carrier understands and agrees that Broker has put forth substantial effort and investment to develop its accounts and to secure the good will of its customers. As part consideration of this Agreement, neither Carrier, nor a related or unrelated person or entity acting on Carrier's behalf, shall, for the term of this Agreement and for a period of one (1) year after the effective date of any termination hereof, directly or indirectly, attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper who is now or during the term of this Agreement becomes a customer of Broker. Unless Carrier is given prior written authorization, Carrier agrees to pay Broker a commission of fifteen percent (15%) of all revenues billed to any account of Broker in violation of the foregoing, and such commission shall be due and payable within thirty (30) days after the billing date.

Carrier further agrees as part consideration for this Agreement, that it will treat all matters relating to the business of Broker, or its customers, as confidential business information entrusted to Carrier solely for its use in performing services under this Agreement. Such information will not be divulged in any way to any person except as is necessary for Carrier to carry out its obligations under this Agreement.

11. Compliance. Both parties agree to abide by all applicable laws, regulations, ordinances and other rules of local, state and/or federal governments or other public authorities relating to the operation of commercial vehicles and transportation of goods.

12. Non Exclusivity. It is understood and agreed between the parties that this is a non-exclusive agreement and that the Carrier shall be free to accept freight for transportation from parties other than Broker and that Broker shall be free to tender freight for transportation to carriers other than Carrier.

13. Term. The term of the Agreement shall commence on the date first set forth above and shall be effective for a period of one year from such date, and shall continue thereafter from year to year, unless terminated by either party upon thirty (30) days written notice by certified mail.

14. General Provisions.

A. Paragraph Heading and Captions. The paragraph headings or captions appear in this Agreement are for convenience only, and are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

B. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Michigan. The parties agree any disputes arising under this Agreement shall be litigated in the State of Michigan and both parties agree to submit to the venue and jurisdictional requirements of the Michigan State or Federal Courts.

C. Divisibility. The Agreement is divisible, and if any provision is held to be violate of any law or regulation, or unenforceable for any reason, such illegality shall not affect the remaining portion of this Agreement which shall remain in full force and effect.

D. Assignability. This Agreement shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that neither Broker nor Carrier shall assign this Agreement or any other rights hereunder without the prior written consent of the other.

E. Miscellaneous. This Agreement shall not be modified, altered or amended, except in writing, signed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Broker:

For: **Whiteline Express, Ltd.**

By: _____

Printed: **Brian Holley**

Title: **Director of Transportation**

Date: _____

Carrier:

For: _____

By: _____

Printed: _____

Title: _____

Date: _____

ADDENDUM TO TRANSPORTATION CONTRACT (BROKER)

This addendum made as entered into on _____ by and between **Whiteline Express, Ltd., located at 41605 Ann Arbor Road Plymouth, MI 48170,** (hereinafter referred to as "Broker") and _____ (herein referred to as "carrier").

In order to provide our customers with the highest quality service, Broker requires the following carriers:

- No trailer previously used to haul garbage may be used on our shipments.
- Carrier agrees to maintain a satisfactory safety rating and notify Broker of any changes in their safety rating.
- Carrier represents and warrants that their drivers are in compliance with Federal Motor Carrier Safety Regulations and receive on-going safety training.

Broker:

For: **Whiteline Express, Ltd.**

By: _____

Printed: **Brian Holley**

Title: **Director of Transportation**

Date: _____

Carrier:

For: _____

By: _____

Printed: _____

Title: _____

Date: _____