



## **Carrier Sign on Checklist**

Carrier Name: \_\_\_\_\_

\_\_\_\_\_ Signed Transportation Agreement between KWC Transport Inc. and Carrier

\_\_\_\_\_ Copy of Carrier's PUCO Operating Authority

\_\_\_\_\_ Signed W-9 Form

\_\_\_\_\_ Certificate of Insurance naming KWC Transport Inc. as an Additional Insured  
(Insurance Certificates should be faxed directly from Insurance Company.)

\_\_\_\_\_ Current Ohio Bureau of Workers' Compensation Certificate of Coverage

\_\_\_\_\_ Driver, Equipment, and Contact Information Sheet

\_\_\_\_\_ Current Vehicle Registration(s)

\_\_\_\_\_ Current Driver Medical Cards, CDL License, and Proof of Drug Consortium  
Program



## **Pay Procedure**

- All tickets turned in by 6:00 P.M. on Friday will be paid two weeks from that Friday.
- All tickets not turned in within the week worked will be considered late and will add an extra week to the two week pay period.
- Two copies of all tickets must be turned in at all times.
- All hourly tickets must be signed by Contractor in order to be paid.
- All up to date information and Broker Agreement must be completed for payment to be released.



**AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN  
BROKER AND CARRIER**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between

KWC Transport Inc., hereinafter designated as Broker, and \_\_\_\_\_

, hereinafter designated as Carrier, whose Social Security Number or Federal Identification Number is

\_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Carrier holds operating authority issued by the Public Utilities Commission of Ohio (Certificate No. \_\_\_\_\_) and is engaged in the business of transporting property by motor vehicle as a contract carrier and desires to furnish to Broker motor carrier transportation and related services designed to meet the distinct needs of Broker, as hereinafter more fully described; and

**WHEREAS**, Broker desires to obtain such services from Carrier;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby agree as follows:

**1. TERM.**

This Agreement shall begin on the date first above written and shall remain in effect until terminated.

Either party may terminate this Agreement at any time at least 30 days after the date first above written by sending by certified mail or delivering to the other party at the address listed below a written notice of termination. Termination shall be effective either upon mailing of the notice of termination from the other party or at such later date as may be specified in said notice. However, termination of this Agreement by Carrier or Broker shall not relieve either party from liability relating to prior or current shipments accepted by Carrier and Carrier shall be responsible for completion of all shipments accepted

but not delivered at the time of termination. In the event of a material breach of this Agreement or violation of any law or regulation governing operations under this Agreement, Broker may terminate this Agreement immediately by oral notice followed by written notice as specified above.

## **2. INDEPENDENT CONTRACTOR.**

It is the intention of the parties, and acknowledged by the parties by signing this Agreement, that neither Carrier nor any of its drivers, helpers or other workers are to be servants or employees of Broker for any purpose whatsoever. Carrier is responsible to Broker only for providing transportation services pursuant to this Agreement and not as to the means and methods for providing such transportation services. Neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Carrier may transport such shipments as may be made available by Broker from time to time and may decline to transport any shipment offered by Broker.

## **3. EQUIPMENT.**

Carrier shall use only trucks, semi-tractors and trailers that are in good, safe and efficient operating condition at a standard consistent with compliance with the rules and regulations of the United States Department of Transportation as set forth in the National Uniform Vehicle Out-of-Service Criteria published by the United States Department of Transportation, Federal Highway Administration (FMCSR Sections 393, 396), together with drivers, helpers and other workers and all other miscellaneous equipment Carrier deems necessary, to load, transport and unload shipments and otherwise provide transportation services for Broker.

## **4. RESPONSIBILITIES OF CARRIER.**

Carrier shall determine the means and methods of the performance of all services undertaken by Carrier

under the terms of this Agreement. Carrier shall be in compliance with all applicable governmental laws and regulations and shall maintain log sheets, physical examination certificates, drug and alcohol testing documentation, and other reports, documents and data required by law to be maintained by Carrier.

Carrier has and shall retain sole responsibility for:

- A. Hiring, wages, benefits, hours, working conditions, grievances, scheduling, supervising, training, disciplining and firing all drivers, helpers and other workers Carrier deems necessary for the performance of the obligations of Carrier under the terms of this Agreement, with such drivers, helpers and other workers being the employees of Carrier at all times and for all purposes.
- B. Selecting, purchasing, leasing, financing and maintaining Equipment in accordance with applicable state and federal regulations.
- C. Paying all operating and maintenance expenses incidental to the performance of this Agreement, including the costs of fuel, oil, lubricants and tires, including changing and repair, empty miles, permits of all types, tolls, ferries, detention and accessorial services, base plates and licenses and any unused portions of such items.
- D. Selecting all routes.
- E. Loading and unloading of all freight whenever required by a consignee or consignor and securing all cargo whenever required.
- F. Paying for public liability and property damage insurance on relating to the Equipment and Carrier's operations.
- G. Reporting and paying for all taxes, including, but not limited to, road taxes, mileage taxes, fuel use taxes, gross revenue taxes and third structure taxes, and providing Broker

with written proof of same.

- H. Paying all fines imposed for, and assuming all costs relating to, violations of any laws or regulations arising out of, or in connection with, the services rendered pursuant to this Agreement and indemnifying and holding Broker harmless from the same.
- I. Paying all workers' compensation and unemployment premiums and all withholding and employment taxes due to federal, state or local governmental agencies on account of drivers, helpers and other workers necessary for the performance of the obligations of Carrier under the terms of this Agreement. Carrier shall defend and hold Broker harmless from any claims by drivers, helpers and other workers used by Carrier, including but not limited to workers' compensation and prevailing wage claims, and from any claims by federal, state or local governmental agencies relating to wages, work related accidents, workers' compensation claims, unemployment claims, withholding and employment taxes, or any other actions arising out of the relationship between Carrier and its employees. In order to fulfill its obligations under this numbered section, Carrier shall:
  - i. Maintain in force at all times proper workers' compensation insurance covering all drivers, helpers and other workers used by it in the performance of this Agreement, and shall provide Broker upon execution of this Agreement with a current certificate of coverage from the Ohio Bureau of Workers' Compensation and thereafter shall provide said certificate on the 15<sup>th</sup> day of August and the 15<sup>th</sup> day February throughout the term of this Agreement.
  - ii. File all federal, state and local income, withholding, employment and highway use

tax forms and returns, which it may be required by law to file, on account of itself and all drivers, helpers and other workers used by it in the performance of this Agreement, at the time and place which may be specified by the applicable federal, state and local laws, and to pay when due all taxes and contributions reported in such forms and returns.

- iii. Furnish Broker with such evidence of compliance with the foregoing as Broker shall reasonably require.
- J. Ensuring by physical inspection that dump-truck and dump-trailer beds are free of all contaminants and residue prior to the loading of each shipment and Carrier shall indemnify and hold Broker harmless from any damages resulting from Carrier's breach of this paragraph.
- K. Maintaining motor carrier operating authority from the Public Utilities Commission of Ohio (PUCO) throughout the term of this agreement, providing Broker with proof of the same and identifying Carrier's Equipment with placards stating Carrier's name and PUCO operating authority number.
- L. Complying with all applicable safety laws, rules and regulations, including those imposed by customers of Broker.

## **5. RESPONSIBILITIES OF BROKER.**

Upon the request of Carrier, Broker shall attempt to locate freight for transportation by Carrier and shall compensate Carrier for such transportation in accordance with Section 6 below. Carrier is not required to transport freight exclusively for Broker and Carrier may refuse any load tendered to it by Broker.

**6. COMPENSATION.**

Rates shall be established or amended verbally or in writing in order to meet Broker's changing customer schedules and needs. Carrier shall invoice Broker on a weekly basis. All invoices must be submitted with signed copies of delivery receipts and any other documentation required for payment by Broker or Broker's customers relating to the services performed. Broker shall pay Carrier within 31 days of receipt from Carrier of an invoice with all required supporting documents. All settlements shall be final and deemed accurate unless disputed by written notification from either party sent within fifteen (15) days of the settlement's receipt by Carrier or Carrier's representative. Carrier authorizes Broker to accept payment of all freight charges from its customers on behalf of and as agent for Carrier. Carrier hereby expressly waives any and all rights to collect its freight charges from customers of Broker for any shipment tendered or transported under this Agreement. If Carrier commits a truck(s) to Broker and such truck(s) do not arrive as scheduled or do not perform transportation services as directed, Carrier shall be liable to Broker for the greater of \$100.00 per day per truck, or the actual amount of expense incurred by Broker as a result of the truck(s) not arriving as scheduled or not performing services as directed, and Carrier hereby expressly authorizes Broker to deduct any such amounts from Broker's compensation settlement.

**7. INDEMNIFICATION AND INSURANCE.**

Carrier shall indemnify, release and hold harmless Broker, its agents and employees, from any and all claims, damages, losses or expenses, including attorney fees, arising out of or in any way connected with providing transportation services hereunder, or the use, operation or maintenance of equipment by Carrier, its drivers, helpers or other workers, in providing transportation services under this Agreement.

Carrier shall procure and maintain insurance during the term of this Agreement as follows: (a)

Commercial Automobile Liability Insurance on a trucking form with a combined single limit of liability of not less than \$1,000,000.00 per occurrence, covering all vehicles however owned, and/or used by Carrier to transport Broker's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of Carrier's transportation under this Agreement. (b) All Risk Broad Form Motor Truck Cargo Legal Liability Insurance with a limit of liability of not less than \$25,000.00 per shipment, with no exclusions or restrictions of any type that would foreseeably preclude coverage, or reduce coverage amount, relating to a cargo loss, damage or delay claim. (c) Commercial General Liability Insurance with a limit of liability of not less than \$1,000,000.00 per occurrence. (d) Broker shall be named as an additional insured on all insurance policies required by this Agreement to be maintained by Carrier. (e) Carrier shall furnish to Broker, prior to accepting any shipment for transportation under this Agreement, a written certificate obtained from the insurance carriers showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to Broker at least thirty (30) days prior to such cancellation or modification. Carrier also shall provide to Broker a complete copy of the applicable policies if so requested by Broker.

#### **8. CARGO CLAIMS.**

Carrier shall be liable for any loss caused to cargo while under the control of Carrier, including unloading, loading, transportation and storage costs, and any such amounts may, at option of Broker, be deducted from monies due Carrier under this Agreement. When any such deduction is to be made, Broker first shall provide Carrier with a written explanation and itemization of any such deduction.

#### **9. COVENANT NOT TO COMPETE.**

Carrier acknowledges that Carrier will have access to Broker's rates, methods of operation and

customer contacts, that Broker has put forth substantial effort and investment in order to develop its customer accounts and that Broker has a protectable interest therein. As a material inducement for Broker to enter into this Agreement and for other good and valuable consideration, the sufficiency of which hereby is acknowledged by Carrier, during the term of this Agreement, including any extensions, and for a period of two (2) years after termination of this Agreement, Carrier shall not solicit the freight of, provide transportation services to, arrange transportation services on behalf of or work for any other broker, shippers' agent, shippers' association, freight forwarder or motor carrier which transports freight on behalf of or arranges the transportation of freight for the account of any customer of Broker for whom Carrier transports freight or performs other services pursuant to this Agreement. The parties recognize and acknowledge that damages resulting from breach by Carrier of this numbered section would be difficult, if not impossible, to ascertain, and therefore agree that Broker shall be entitled to an injunction permanently enjoining any such breach, and furthermore, for the period of any such breach, Carrier shall pay to Broker, as liquidated damages, a sum equal to twenty percent (20%) of the gross revenue received by Carrier from or relating to services performed in breach of this numbered section. In the event Broker prevails in any suit, claim, counterclaim or proceeding brought or instituted by Broker to enforce any of the provisions of this numbered section, Carrier agrees to pay Broker all associated costs including Broker's reasonable attorney fees. This Section shall survive the termination of this Agreement.

**10. NON-DISCLOSURE.**

This Agreement shall be treated as a confidential document. Carrier shall not disclose or discuss the terms of this Agreement with any individual not a party to the Agreement or not representing Carrier in contractual discussions. Failure to maintain the confidentiality of this Agreement may result in

immediate termination of this Agreement.

**11. ASSIGNMENT.**

This Agreement shall not be assigned, in whole or in part, by Carrier without the prior written consent of Broker.

**12. HEADINGS.**

The numbered section headings appearing in this Agreement do not constitute any part of this Agreement and shall not be considered in its interpretation.

**13. NON-WAIVER.**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**14. INVALIDITY.**

In the event that any phrase, clause, sentence or other provision contained in this Agreement shall violate any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Agreement.

**15. GOVERNING LAW.**

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

**16. ENTIRE AGREEMENT.**

This Agreement and any Appendices attached hereto, constitute the entire Agreement and understanding between the parties and supersedes all prior agreements and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

**17. SURVIVAL OF OBLIGATIONS.**

Sections 6, 9, 10, and all indemnification provisions including those contained in Sections 4, 7 and 8 of this Agreement shall survive any termination of this Agreement and shall remain in full force and effect.

**18. ACKNOWLEDGMENT.**

**CARRIER ACKNOWLEDGES THAT CARRIER HAS READ AND FULLY UNDERSTANDS THE CONTENTS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.**

**IN WITNESS WHEREOF**, we have signed this Agreement the date and year first shown above.

**Carrier**

**Broker**

\_\_\_\_\_

KWC Transport Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 1340 Windsor Avenue

\_\_\_\_\_

Columbus, Ohio 43211

Telephone: \_\_\_\_\_

Telephone: (614) 291-5931

Facsimile: \_\_\_\_\_

Facsimile: (614) 291-9054