



**123 Golf Drive  
Cresco, PA 18326**

Office 570. 856. 2274  
Shop 570. 595. 2934  
Fax 570. 595. 3896

Carrier Check List of Documents Needed to Return:

\_\_\_\_\_ Carrier Profile

\_\_\_\_\_ Carrier and Broker Agreement

\_\_\_\_\_ Carrier W9

\_\_\_\_\_ Certificate of Insurance listing RCT Logistics, LLC

\_\_\_\_\_ DOT and MC Authority



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**CARRIER PROFILE**

Carrier Name and Physical Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remit to Address for Payments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ FAX # \_\_\_\_\_

MC # \_\_\_\_\_ EIN # \_\_\_\_\_

DOT # \_\_\_\_\_

Dispatch Email Address \_\_\_\_\_

Accounts Receivable Email Address \_\_\_\_\_

Operations Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Trade References: Name and Phone Number

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

How many Power Units? \_\_\_\_\_ Kind of Equipment? \_\_\_\_\_

Service Area or Preferred Lanes? \_\_\_\_\_

Company's Current DOT Safety Rating: \_\_\_\_\_



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**BROKER/CARRIER AGREEMENT**

This **Broker/Carrier Agreement** is being entered into by and between RCT Logistics, LLC (hereinafter referred to as “Broker”), and \_\_\_\_\_, (hereinafter referred to as “Carrier”) as defined below, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. PARTIES**

- A. **RCT Logistics, LLC** is the “Broker” as that term is defined under 49 U.S.C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a freight broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a “Carrier”, “Motor Carrier”, or “Freight Forwarder”, as those terms defined under 49 U.S.C. § 13102.
- B. \_\_\_\_\_ is the “Carrier”, and hereby agrees to transport freight identified by BROKER as requiring transportation services.
- C. BROKER and CARRIER will sometimes be referred to collectively as “The Parties.”

**II. RECITALS**

- A. **Term** – The term of this Agreement shall be one (1) year, commencing on the date listed above. If not cancelled by one of the parties, the Agreement shall automatically renew itself for consecutive one year terms. The Agreement can be terminated at any time by either of the parties with thirty (30) days written or electronic notice to the other party, provided all balances are settled, and the termination can be with or without cause.
- B. **Broker Requirements** – BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license number MC-1074981, but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 or in such amount as may be amended from time to time and furnish CARRIER with proof of same upon request.

- C. **Broker Obligations** – BROKER shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth on any Load Confirmation(s) that are issued and that supplements and amends this Agreement to the extent its terms conflict with those in this Agreement. This Agreement or the Load Confirmation also governs all accessorial services which may be required or performed. CARRIER shall not bill for any accessorial or other charge not approved in this Agreement or in any Load Confirmation(s). Rates may be amended orally but must be confirmed in writing within five working days of the modification in order to remain binding between the PARTIES. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its destination.
- D. **Carrier Obligations** – CARRIER warrants that at all times during this Agreement, it will act as a “Motor Carrier”, as that term is defined under 49 U.S.C. § 13102 and any applicable federal or state regulations, statutes, decisional law or administrative law. CARRIER further warrants that at all times during this Agreement, it will remain licensed and authorized by the Federal Motor Carrier Safety Administration to provide interstate transportation services or that it provides only intrastate service and complies with all applicable state registration requirements, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations.

CARRIER is solely responsible for the operation of the equipment, actions of the driver, any other persons associated with the operation of the equipment, transportation of freight, securement or any other aspect of actions of a motor carrier as that term is defined by law. CARRIER is solely responsible for the safety and operation of the equipment, and the actions of all drivers and other persons or entities responsible for the transportation of freight. Nothing in this Agreement abrogates the responsibility of the CARRIER to operate safely and in accordance with all law and good accepted best practices of a motor carrier.

CARRIER represents that it is in compliance with and shall maintain, during the terms of this Agreement, compliance with all applicable federal, state and local laws relating to the provision of its services.

CARRIER will notify BROKER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be terminated, cancelled (whether by an insurer or surety provider by CARRIER, or by any person or entity), suspended, or revoked for any reason.

CARRIER agrees it will not have a US DOT Safety Rating or evaluation of unsatisfactory or conditional. Any change in CARRIER’s safety rating requires immediate written notification to BROKER. CARRIER may not have an unsatisfactory or conditional rating under any rating system. If CARRIER’S rating becomes conditional or unsatisfactory, CARRIER is no longer authorized as a CARRIER under this Agreement.

Upon reasonable demand, CARRIER shall provide to BROKER copies of its DOT Operating Authority, Policy of Insurance including all endorsements, Certificate of Insurance, surety and financial responsibility.

- E. **Shipper-Broker Relationship** – The parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal of a shipper.

- F. **Broker-Carrier Relationship** – CARRIER agrees and acknowledges that as the motor carrier transporting a shipper’s freight pursuant to this Agreement, CARRIER is an independent contractor, and not an employee, agent or principal of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER.
- G. **No Broker Liability** – CARRIER agrees and acknowledges that BROKER will not be liable to a shipper for any act or omission of the CARRIER or any of its “employees” which transport a shipper’s freight, as the term “employee” is defined under 49 CFR §390.5 or for any of CARRIER’s agents, principals, assigns or subcontractors. CARRIER thus agrees and acknowledges to indemnify and hold harmless BROKER for any cargo loss or damage, or for delay in the delivery of a shipper’s freight, or for any actual or consequential damages resulting therefrom.

To the extent permissible under applicable federal and state laws, and subject to the express monetary insurance limits in Paragraph M as to CARRIER and BROKER’s applicable monetary insurance limits or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property and personal injury or death, and BROKER shall defend, indemnify and hold CARRIER harmless from any claims, actions or damages, including cargo loss and damage, theft, delay, property damage, bodily injury or death, arising out of its performance hereunder. Neither party shall be liable to the other for any claims, actions or damages due to the negligence, culpable conduct or intentional act of the other party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

Except for CARRIER’s liability under Paragraph J, unless otherwise agreed in writing, and regardless of whether the Parties’ insurance as referred to in this Agreement above is valid or provides coverage, the Parties’ indemnity obligations shall not exceed the monetary insurance limits referred to in the paragraph above.

- H. **No Broker Control** – The Parties agree that BROKER will not assert any control nor have any right to exercise control over a shippers freight, including, but not limited to, taking possession of a shipper’s freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper’s freight.
- I. **Carrier Liability** – CARRIER hereby assumes the liability of a motor carrier as provided in §14706 of Title 49 of the United States Code (The Carmack Amendment), and all claims for loss, damage and/or salvage will be handled and processed in accordance with 49 C.F.R. Part 370.
- J. **Bills of Lading** – For each shipment tendered to CARRIER, CARRIER will provide to the shipper a standard bill of lading listing the consignor and consignee, the origins and destinations, the number of packages, the description of the freight, and the weight, volume or measurement of the freight. The Parties agree that BROKER will not be a party to the bill of lading.

CARRIER understands that re-brokering and double brokering may be prohibited by law and will not re-broker, assign or interline the shipments hereunder.

- K. **Non-Solicitation of Shippers** – CARRIER agrees that it will not directly or indirectly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of two (2) years beginning with the last day such service was performed for that shipper. The parties agree that a breach of this provision shall entitle BROKER, as reasonable liquidated damages and not as a penalty, to the full amount of commissions and/or compensation under the terms set forth in this Agreement that would have been due to BROKER had it arranged for the movement of said freight.
  
- L. **Assignment/Modifications of Agreement** – Neither CARRIER or BROKER may assign or transfer any rights under this Agreement, in whole or in part, without the prior written consent of the other party. Further, neither CARRIER nor BROKER may amend or modify the terms of this Agreement without the prior written consent of an expressly authorized official of the other party.
  
- M. **Insurance** – CARRIER shall furnish BROKER with Certificate of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits:
  - a. General Liability \$1,000,000;
  - b. Commercial Auto or Commercial Motor Vehicle Insurance \$1,000,000
  - c. Cargo Damage/Loss \$100,000
  - d. Coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached trailers, unattended or unlocked vehicles, theft, or for any commodities transported under this Agreement. Furthermore, if the commodity being hauled is on a flatbed or similar open conveyance, there should be no exclusion for wetness, rust, corrosion or moisture.
  
- N. **Non-Exclusive Agreement** – CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers or freight forwarders.
  
- O. **Notices** – Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

(BROKER)

(CARRIER)

RCT Logistics, LLC

\_\_\_\_\_

123 Golf Drive

\_\_\_\_\_

Cresco, PA 18326

\_\_\_\_\_

[royclark11@yahoo.com](mailto:royclark11@yahoo.com)

\_\_\_\_\_

- P. **Force Majeure** – In the event that fire, flood, other natural disaster, war, embargo, riot, or civil disobedience prevents the performance of either BROKER or CARRIER’S obligations under this agreement, that party shall not be liable to the other party for such failure to perform.

- Q. **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, including negligent or improper hiring or retention of the 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. CARRIER agrees to have insurance to cover its indemnification obligations under this section, but CARRIER’s indemnification obligations are not capped by the amount of any available insurance.
- R. **Entire Agreement** – This Agreement, including all appendices and addenda, constitutes the entire agreement intended by and between The Parties and supersedes all prior agreements, representations, warranties and understandings whether oral or in writing.

**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:

(BROKER)

(CARRIER)

RCT Logistics, LLC

\_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 5.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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OR								
Employer identification number								
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*