

## Motor Carrier – Broker Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between ATL,LLC, 3300 D North Main Street, PMP-343, Anderson, SC 29621.

WITNESSETH:

- 1) Carrier is a motor carrier operating in interstate commerce, pursuant to operating authority issued to it by Permit No. \_\_\_\_\_.
- 2) ATL, LLC. is a duly licensed motor carrier freight broker, licensed to arrange for the transportation of property by License No. MC513406.
- 3) ATL, LLC. agrees to offer for shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as ATL, LLC. may require, subject to the availability of suitable equipment.
- 4) Carrier shall be liable to the owner of the freight for loss and damage of that freight transported under this agreement while in the care and custody of the Carrier. Carrier also agrees that, in the transportation of any goods of or for ATL, LLC., it will assume the liability of an interstate common motor carrier (49 U.S.C. Section 11707) and such liability is to exist from the time of the receipt of any said goods by Carrier until proper delivery has been made.
- 5) Carrier agrees to carry, keep and maintain at its own expense cargo insurance on all merchandise carried hereunder and public liability on all motor vehicles used in transporting commodities under this agreement, in such amounts as will meet the requirements of federal and state regulatory bodies having jurisdiction. Carrier must provide ATL, LLC. with certificates evidencing this insurance, naming ATL, LLC. as a certificate holder before payment for services rendered will be made by ATL, LLC.
- 6) Carrier agrees to identify ATL, LLC. from any and all liability, damages, losses, and/or costs, including attorney's fees, which ATL, LLC. may incur as a result of claims by the owner and/or shipper of the freight or by the public at large arising out of the use, maintenance or operation of Carrier's equipment transporting commodities under this agreement.
- 7) Rates for traffic under this agreement shall be agreed to between the parties, verbally and/or in writing. Such rates may be changed or amended verbally and/or in writing by mutual agreement in order to meet specific shipping schedules. The Carrier's freight bill, upon verification and acceptance by ATL, LLC will service as written confirmation of the actual charges to be paid by ATL, LLC.
- 8) Carrier agrees that ATL, LLC. is the sole party responsible for payment of Carriers invoice and that, under no circumstance, will Carrier seek payment from the Shipper or Consignee.
- 9) The broker ATL, LLC. shall pay the Carrier for Carrier's service within 30 days upon receipt of the shipment bill of lading or shipping order, proof of delivery, and the invoice for the agreed upon transportation compensation.
- 10) It is mutually agreed that the relationship of Carrier to ATL, LLC, hereunder is and shall remain solely that of an independent contractor, that Carrier shall and does

imply on its own behalf all persons operating motor trucks carrying commodities under this agreement, and that neither party is authorized to act for or in any manner represent itself as an agent of the other or to conduct or enter into any agreement on behalf of the other party.

- 11) Carrier is responsible to comply with all ICC and DOT regulations as well as state regulations pertaining to motor carriers.
- 12) This agreement constitutes the entire agreement between the parties and may not be amended unless accomplished by writing signed by both parties hereto.
- 13) The laws of the State of South Carolina shall govern this agreement.
- 14) Indemnity, Carrier shall indemnify and hold harmless ATL, LLC, its agents, and employees, against and from any expense, damages, claims or actions that may arise on account of any act of sommission or omission on the part of Carrier or its employees while engaged in the performance of this agreement.

In WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Broker:  
ATL, LLC.  
3300 D N. Main St., PMB-343  
Anderson, SC 29621

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

By: Keith Stewart  
Title: President

Accounting Information

Our standard terms for payment are net 30 days from the date that we receive you invoice with the original BOL and original POD. Copies of PODs may be accepted upon approval from our accounting department.

Quick Pay Option

Get paid the Friday after you deliver. There will be a 5% deduction from your total invoice amount. For this option you will need to fax a copy of the invoice and all paperwork to ATL, LLC. and note on the invoice that quick pay is desired.

If you have any questions, please contact our accounting department.