

# Fax

**To:** \_\_\_\_\_ **From:** Kirsch Trucking Inc. for GMR Log. \_\_\_\_\_  
**Fax:** (866) 667-7247 \_\_\_\_\_ **Pages:** 11 \_\_\_\_\_  
**Phone:** (877) 341-9611 Ext 107 \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Re:** \_\_\_\_\_ **CC:** \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Recycle

● **Comments:** Please fax the following documents before the truck is dispatched. **ALL** documents must be received in order to process the load.

**A) Initialed and Signed Broker/Carrier Agreement.** Please note that we are unable to make any changes to this addendum.

➤ **Do NOT fill out the Addendum to Contract (Terminal Pay) unless you agree to Quick Pay at the decided rate. Please read the packet carefully!**

**B) Authority**

**C) Original Certificate of Insurance listing GMR Logistics as the certificate holder (680 7<sup>th</sup> Ave. NE, West Fargo, ND, 58078).**

**D) W-9 form (Company name must match authority & have a legible tax ID number).**

**E) Signed rate confirmation.**

**Truck will NOT be dispatched until these documents are received!**

**PLEASE FAX ALL OF THE INFORMATION TO: (866) 667-7247**

Please Visit: [WWW.KIRSCHTRUCKING.COM](http://WWW.KIRSCHTRUCKING.COM)

RETURN TO AGENT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE LOCAL/TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

MC#: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

TYPE & NUMBER OF TRUCKS: \_\_\_\_\_

AREA OF TRAVEL: \_\_\_\_\_

ARE YOU A SMARTWAY CERTIFIED CARRIER? CIRCLE Y OR N.

SCAC CODE: \_\_\_\_\_

**CONTRACT FOR TRANSPORTATION SERVICES BETWEEN GMR  
TRANSPORTATION, INC. D/B/A GMR LOGISTICS AND CARRIER**

This contract made and entered into, by and between GMR Logistics, hereinafter referred to as "**BROKER**", authorized by the FMCSA permit No. MC 382754 B, at 680 7<sup>th</sup> Ave. NE, West Fargo, ND 58078 and \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "**CARRIER**".

WITNESSETH

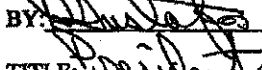
- 1) **CARRIER** certifies that it is a contract carrier authorized to transport general commodities in Interstate Commerce under FMCSA permit No. MC \_\_\_\_\_  
And agrees to provide transportation services for a series of shipments, to **BROKER** for shippers represented by **BROKER** for a period of one (1) year, automatically renewable annually unless otherwise cancelled as a result of **CARRIER'S** bankruptcy or **CARRIER'S** assignment for benefit of creditors. The relationship of the **CARRIER** to the **BROKER** shall, at all times, be that of an independent contractor. The **CARRIER** hereby agrees to indemnify and to hold harmless the **BROKER** from any losses or claims arising from actions or omissions on the part of the **CARRIER**. Either party may terminate this agreement by giving the other ten (10) days written notice via certified mail.
- 2) **CARRIER** agrees to comply with all laws, rules and regulations of the FHWA/DOT and any applicable state laws regarding transportation service necessary to be performed hereunder, including the maintenance of public liability insurance at a minimum of \$1,000,000 and it will provide insurance for the protection of cargo. **CARRIER** agrees to cause its insurance carrier to forward an original certificate of such insurance to **BROKER**, showing **BROKER** as certificate holder and additional insured and further agrees that **BROKER** shall receive written notice thirty (30) days prior to any adjustment or cancellation of such insurance.
- 3) This contract expressly negates any terms and conditions on the signed bill of lading issued by **CARRIER**, which are inconsistent with the provisions of the agreement.
- 4) **BROKER** agrees to pay mutually agreed upon compensation direct to the **CARRIER** for its transportation services. Such compensation may be agreed upon verbally with such agreement confirmed by showing same on their freight bill. **CARRIER** shall cause all bills of lading to show actual carrier, consignor, consignee and notation of "being shipped under contract authority". **BROKER** shall not be shown on shipping documents in any capacity other than in the "bill to" section, when applicable, or in "special instructions". Said rates of compensation shall be the applicable rates as opposed to rates set out in **CARRIER'S** common carrier tariffs. Rates may be modified by verbal agreement, provided such rates are set forth on the freight bill. Said billing shall be issued by **CARRIER** to **BROKER** within seven (7) days of movement. Said verbal rates shall be deemed confirmed and final by **BROKER** and **CARRIER** unless either party objects to same within thirty (30) days of receipt of the freight bill by **BROKER**. **CARRIER** agrees that it has made a full audit of previous freight bills submitted to **BROKER** and further waives any and all undercharge claims in the future on bills not objected to within the stated thirty (30) day time frame. **CARRIER** will not bill shipper unless **BROKER** agrees in writing; otherwise only **BROKER** may bill the shipper. Failure to show contract carrier status shall not negate this agreement. "CARRIER authorizes **BROKER** to invoice Shipper, Receiver, Consignor or Consignee for freight charges as agent and on behalf of **CARRIER**. Payment of the freight charges to **BROKER** shall relieve Shipper, Receiver, Consignor, or Consignee of any liability to the **CARRIER** for nonpayment of charges."

- 5) **BROKER** agrees that it shall make payment to **CARRIER** within thirty (30) days from the date of receipt of Invoice, provided that accurate backup paperwork, including **ORIGINAL SHIPPER'S** signed bill of lading, freight bill and proof of delivery, is presented to **BROKER** in a timely manner
- 6) Rates and charges for traffic movement under this agreement shall be as agreed between the parties hereto in writing and are to be contained in a rate schedule or signed rate confirmation prepared and issued by **BROKER**, acknowledged and accepted by **CARRIER**, and attached to the agreement as Appendix "A". Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time and similarly acknowledged. This schedule shall also contain the terms and conditions of, and charges for, any additional or accessorial services, which may be required or performed.
- 7) **CARRIER** agrees to not back-solicit traffic from any shipper, consignor, consignee, or customer of the **BROKER** where (A) the availability of such traffic first became known to the **CARRIER** as a result of **BROKER'S** efforts, or (B) where such traffic was first tendered to the **CARRIER** by the **BROKER**. If **CARRIER** "back-solicits" the **BROKER'S** customer directly or indirectly, then **BROKER** is entitled, for a period of twelve (12) months after the involved traffic first begins to move directly by **CARRIER**, to a commission from the **CARRIER** of 15% of such total transportation revenue.
- 8) **SUB-CONTRACT PROHIBITION**. **CARRIER** specifically agrees that all freight tendered to it by **BROKER** shall be transported on equipment operated only under the authority of **CARRIER**, and that **CARRIER** shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of **BROKER**.
- 9) **CARRIER** agrees to carry and keep in full force at all times, at its own expense, cargo insurance with a minimum amount of \$100,000.00 to cover the shipper for the loss of, damage to, or shortage in the commodities tendered by **BROKER**, as shippers agent, to **CARRIER**. **CARRIER** shall be liable directly to shipper for the full and actual loss of, damage to, and shortage to the commodities tendered by **SHIPPER**, irrespective of any released rates values which **CARRIER** may have published in its tariffs or is contained in its bill of lading, meaning hereby to be governed by the terms of this contract. Cargo claims shall be settled in accordance with the regulations codified at 49 C.F.R. 1005.
- 10) **CARRIER'S OPERATIONS**. Carrier shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. **CARRIER** shall have full control of such personnel; shall perform the services hereunder and an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.



- 11) **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of the Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under the paragraph will not apply to the prorated extent that any Claim is attributable to the negligence or other wrongful conduct of BROKER or the customer.
- 12) CARRIER may provide transportation services for other licensed BROKERS (and their customers); BROKER understands that no contract of exclusiveness is expressed or implied.
- 13) This contract may not be assigned, transferred, changed or amended by either party, without the written consent of the other party. Only the CARRIER may transport commodities described herein; CARRIER may not trip lease, co-broker or cause other carriers to haul its assigned freight, unless agreed upon in writing with BROKER in advance.
- 14) CARRIER and BROKER will comply with the provisions of the FWHA Rules and Regulations tariff, providing such exists and does not conflict with any provisions of this agreement.
- 15) This agreement shall be preserved by CARRIER for one year after termination and shall be governed as to its validity, interpretation and effect by the laws of the State of North Dakota, except that any statute or period of limitation applicable to interstate transportation shall apply and any action brought by either CARRIER or BROKER, under the terms of this contract, shall be brought in Cass County, North Dakota. If any part or provision of this contract is determined to be contrary to the laws or regulations of any jurisdictions, such determination shall not affect the validity of any other terms and conditions,

**BROKER: GMR LOGISTICS**  
 680 7<sup>TH</sup> AVE. NE  
 WEST FARGO, ND 58078

BY:   
 TITLE: President  
 DATE: \_\_\_\_\_

**CARRIER:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_



**ADDENDUM TO CONTRACT FOR TRANSPORTATION  
BETWEEN GMR TRANSPORTATION, INC  
D/B/A GMR LOGISTICS AND CARRIER**

Settlement Pay:

TERMINAL PAY: Settlement check will be paid in the full amount agreed to by Load Confirmation less 4.75% for issuance within 24 hours of receipt by GMR Logistics of Carrier's paperwork, provided there are the original Bill of Ladings that are signed with no exceptions by consignee.

**BROKER:** GMR LOGISTICS  
680 7<sup>TH</sup> Avenue NE  
West Fargo, ND

**CARRIER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: *[Signature]*  
TITLE: Agent  
DATE: 2/21/11

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**4.75% discount will be valid until 12/31/2011. Your contract will be renewed at the new rate automatically after this date unless you contact GMR Logistics to cancel it.**

**Quick pay will be for every load hauled from GMR Logistics unless noted on this addendum.**

**Must state "quick pay" on your invoice or a copy of this addendum sent in with your invoice.**

**G M R Transportation  
680 7th Ave., NE  
West Fargo, ND 58078**

Please answer the following questions in regard to your current cargo insurance coverages;

1) Does your cargo insurance provide coverage for dampness, wetness or rust? If no, please provide copy of exclusion.

YES / NO

2) Does your cargo insurance provide coverage for off-temperature loads, regardless of cause? If no, please provide copy of exclusion.

YES / NO

3) Does your policy hold any other exclusions which may restrict coverage? If so, please explain or provide copy of all exclusions.

I \_\_\_\_\_ assure that the cargo coverage I provide covers all  
(Truck Line Name)  
claims as described above.

Signed: \_\_\_\_\_  
(Officer of Truck Line)

NCA  
SERVICE DATE  
Aug 24, 2000

DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

DECISION

No. MC-382754  
DENNIS GUSTAFSON, MICHAEL PODRATZ & RICK JOHNSON  
D/B/A GMR LOGISTICS  
WEST FARGO, ND

REENTITLED

GMR TRANSPORTATION, INC.  
D/B/A GMR LOGISTICS

On Aug 17, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

*It is ordered:*

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as GMR TRANSPORTATION, INC. D/B/A GMR LOGISTICS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fwa-jl.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

*Decided:* Aug 21, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

Terry Shelton, Acting Director  
Office Data Analysis & Information Systems

SENT BY: GMR TRANSPORTATION;

SEP-15-03 3:31PM;

PAGE 2/2

09/15/2003 MON 14:48 FAX 233 1117 Johnson & Johnson Ins.

002/003

**CNA SURETY**

PO Box 2077 Moorhead MN 56501-0077

1-800-331-0000  
Fax 1-800-338-0007  
www.cnasurety.com

September 11, 2003

Agent Code: 22 16524

JOHNSON AND JOHNSON INSURANCE  
AGENCY, L. I. C.  
P. O. BOX 158  
MOORHEAD, MN 56561-0158

Re: Bond No. 69578322 - GMR Transportation, Inc. dba GMR Logistics  
\$10,000.00-Property Broker  
Company Code: 601 - Western Surety Company

We received the information you submitted. Thank you for thinking of CNA Surety.

The Federal Motor Carrier Safety Administration encourages and supports electronic filing of bonds and cancellation notices as part of their paper reduction efforts. Accordingly, we filed the \_\_\_\_\_ bond \_\_\_\_\_ electronically to comply with their wishes.

Because we filed the \_\_\_\_\_ bond \_\_\_\_\_ electronically with the obligee, this is the only \_\_\_\_\_ evidence you will receive. Please retain a copy of this letter for your records.

If you have any questions, please contact our office.

cc: GMR Transportation, Inc. dba GMR Logistics

Underwriting Services



**GMR**  
**TRANSPORTATION, INC.**  
680 7TH AVE NE  
WEST FARGO, ND 58078

MC #. 371435  
MC # 382754 Logistics  
DOT # 842052  
FEDERAL ID # 81-0588994  
SCAC CODE - GMRR

**INSURANCE CARRIER:**

TRI-STATE, LTD.  
P.O. BOX 2577  
1605 CAPITOL  
BISMARCK, ND 58502

PRESIDENT - DENNIS GUSTAFSON

FLATBED CARRIER

**TRADE REFERENCES:**

GLENN'S BODY REPAIR  
P.O. BOX 186  
WEST FARGO, ND 58078  
701-282-8749  
CONTACT: BRUCE BRUBAKER

SEMI TRAILER SALES AND LEASING  
3701 38<sup>TH</sup> STREET S  
FARGO, ND 58104  
701-281-9755  
CONTACT: BRAD GEBEKE

**BANK REFERENCE:**

LASALLE BANK  
6958 Spring Creek Road  
Rockford, IL 61114  
(815) 636-3965  
CONTACT: Kent Kohlbacher

**DUN & BRADSTREET:**

DUNS # 18-786-1468

**Carrier References:**

**Casco Design Management**

Contact: Carl / Jeni  
(309) 798-1952

**FE Stephens, LLC**

Contact: Frank  
(478) 361-8285

**GA Carriers**

Contact: Donnie  
(229) 873-0435

**Schibi Transportation**

Contact: Brent  
(660) 827-4455

**South Georgia Carriers, LLC**

Contact: Scotty  
(229) 941-5406