

# Fax

**To:** \_\_\_\_\_ **From:** Kirsch Trucking Inc. for Kirsch Trans  
**Fax:** (866) 667-7247 **Pages:** 9  
**Phone:** (877) 341-9611 **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) Original certificate of insurance listing Kirsch Transportation Services, Inc. as the certificate holder & additional insured (22381 South 221<sup>st</sup> Street, Ste B, Glenwood, IA 51534).**
  - C) Authority**
  - 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: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

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

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

ARE YOU A SMARTWAY CERTIFIED CARRIER? CIRCLE Y or N

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

## **BROKER - CARRIER AGREEMENT**

This Agreement is made by and between Kirsch Transportation Services, Inc. (hereinafter referred to as "Broker"), and \_\_\_\_\_ (hereinafter referred to as "Carrier").

### **IT IS AGREED:**

1. Broker is duly licensed by the Federal Motor Carrier Safety Administration (hereinafter "FMCSA") in License No. MC-469735 to operate as a broker, arranging for transportation of property by motor vehicle, and Carrier is motor carrier duly registered with FMCSA to conduct operations as a for-hire motor carrier of property. This Agreement establishes terms and conditions applicable to any motor carrier transportation hereafter undertaken by Carrier for Broker. Nothing contained in this Agreement shall be construed to obligate Broker to offer or Carrier to accept for transportation any particular shipment or any minimum volume of shipments.

2. Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in Carrier's performance of this Agreement, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State and Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.

3. Carrier will invoice Broker and Broker will pay Carrier for freight charges payable to Carrier on shipments tendered by Broker to Carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between Broker and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

4. Broker shall pay Carrier, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's Invoice referencing Broker Rate Confirmation number, the original bill of lading, and proof of delivery. Broker may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this Agreement. Carrier shall have no lien on any shipment accepted for transportation hereunder, and hereby waives its right to any lien, upon any shipment or portion thereof.

5. Broker will invoice the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to Broker shall relieve the shipper/consignee of any liability to Carrier for non-payment. Under no circumstances shall Carrier bill anyone other than Broker for transportation performed pursuant to this Agreement.

6. All shipments accepted by Carrier for transportation under this Agreement shall be transported by Carrier with reasonable dispatch, and delivered to consignee in the same condition as when tendered to Carrier for transportation. Carrier shall immediately notify Broker of any accident or event which impairs the condition or delays delivery of any shipment accepted by Carrier for transportation hereunder, and shall use reasonable care and due diligence in the protection of said shipments.

\_\_\_\_\_  
Initial

7. Carrier assumes the liability of an interstate common carrier under 49 USC § 14706 with respect to each shipment accepted by Carrier for transportation under this Agreement from the time of receipt of the shipment by Carrier until proper delivery is made, regardless of whether the shipment is in interstate or intrastate commerce. Carrier will issue and sign a standard bill of lading or receipt acceptable to Broker and underlying shippers on acceptance of each shipment hereunder, and such receipt or bill of lading shall be prima facie evidence of receipt of such shipment by Carrier in good order and condition unless otherwise noted on the face of the document. All such documents shall show the actual consignor and consignee and Broker shall appear in the "Bill to" section thereof,

8. Carrier shall be liable for full actual loss resulting from loss, damage, injury, or delay on shipments transported under the terms of this Agreement. Full actual loss is the replacement cost of freight tendered to Carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern. This Agreement cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.

9. Carrier shall maintain and keep in full force and effect, at its own expense, applicable to all shipments made during the term of this Agreement, a minimum of \$100,000 per vehicle cargo liability insurance and a minimum of \$1,000,000 per occurrence automobile liability insurance and workers\* compensation covering all claims by any person arising from, relating to or connected with the transportation of any property by Carrier under the terms of this Agreement. Carrier shall furnish to Broker a Certificate of Insurance evidencing said insurance coverage and naming Broker as an additional insured on said policies.

10. Carrier shall defend, indemnify and save harmless Broker, Shipper, and Consignee from any and all claims, damages and losses of any and all kinds and nature whatsoever arising out of Carrier's operations and activities undertaken in furtherance of this Agreement, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, whether resulting from the negligence or legal liability of Carrier, its employees or agents, or otherwise, which may occur during or relating to or arising from the performance of services under this Agreement, including court costs and attorney\*s fees incurred in defending or prosecuting such claims. Broker shall have the right to choose its own counsel in connection with any such claims, and Carrier shall reimburse Broker for all costs, fees and expenses incurred by Broker within thirty (30) days after such costs, fees and expenses are incurred.

11. It is the intent of the parties that the relationship of Carrier to Broker established under this Agreement shall be, and it is and shall remain that of an independent contractor, and nothing herein contained shall be construed to be inconsistent with that relationship or to otherwise create any employment, partnership, joint venture or other relationship between the parties hereto. Carrier shall be fully responsible for all salaries, commissions, insurance, taxes, pension, and benefits of Carrier's employees and agents (including owner-operators) utilized by Carrier in the performance of this Agreement.

\_\_\_\_\_  
Initial

12. Carrier agrees that throughout the term of this Agreement and during the period of six (6) months next following the date of termination hereof, neither Carrier nor any of its employees or agents will back-solicit the business of any customer of Broker with whom it or they come into contact or become aware of as a result of any shipment tendered to Carrier by Broker pursuant to this Agreement. In the event of any breach of the provisions of this section, Broker shall be entitled to receive and Carrier will pay Broker a commission in an amount equal to 10% of all revenue derived by Carrier as the result of such breach by Carrier.

13. This Agreement shall become effective as of the date specified below, and shall remain in effect until terminated. Either party may terminate this Agreement at any time upon the notification of thirty (30) days written notice to the other party. This Agreement supersedes any and all prior agreements between Broker and Carrier respecting the subject matter hereof, and cannot be amended, modified or supplemented except by written instrument signed by both parties. If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not effect the validity of any other terms or conditions hereof.

14. This Agreement shall be governed by the laws of the State of Nebraska, without giving effect to the conflict of laws principles thereof, except that any statute or period of limitation applicable to interstate transportation shall apply. The State District and County Courts of Sarpy County, Nebraska shall have exclusive original jurisdiction to enforce this Agreement and adjudicate disputes arising hereunder, and the parties hereby irrevocably consent to the jurisdiction of said courts.

15. Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted by railroad or other modes of transportation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of \_\_\_\_\_, 20\_\_.

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

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**KIRSCH TRANSPORTATION SERVICES, INC.**

By: Matthew J. Kirsch

22381 South 221<sup>st</sup>

Glenwood, IA 51534

Phone: (877) 341-9611

Fax: (866-667-7247

**ADDENDUM TO CONTRACT FOR TRANSPORTATION  
BETWEEN  
KIRSCH TRANSPORTATION SERVICES  
AND CARRIER**

**SETTLEMENT PAY:**

**TERMINAL PAY:** Settlement check will be paid in the full amount agreed to by Load Confirmation less 8% for issuance within 24 hours of receipt by Kirsch Transportation Services of Carrier's paperwork, provided there are the original Bill of Ladings that are signed with no exceptions by consignee. "Quick Pay" must also be written on the invoice.

**BROKER:**

**KIRSCH TRANSPORTATION SERVICE**

22381 S. 221<sup>st</sup> St.

Glenwood, IA 51534

**CARRIER:**

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

BY: John Kirsch  
TITLE: Sales  
DATE: 10-8-10

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

**8% discount will be valid until Kirsch Transportation Services  
is notified to discontinue Quick Pay.**

**Quick Pay will be for every load hauled from  
Kirsch Transportation Services unless noted on this addendum.**

**FAX BACK TO (866) 667-7247**



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
April 01, 2004

**LICENSE**  
**MC-460735-B**  
**KIRSCH TRANSPORTATION SERVICES, INC**  
**BELLEVUE, NE**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angel Sebastian".

Angel Sebastian, Chief  
Information Systems Division

BPO

# **Kirsch Transportation Services, Inc.**

Experienced Transportation Specialists

Established April, 1, 2005

*A Woman Owned Business*

22381 221<sup>st</sup> Street, Suite B

Glenwood, IA 51534

Phone: 855-954-7724

Fax: 712-527-3092

## **Authority**

MC # 469735-B

Fed ID # 68-0566874

SCAC Code – KIAT

## **Insurance Carrier**

Joe Morton & Son, Inc.

3311 Daniel's Lane

P.O. Box 277

S. Sioux City, NE 68776

## **Bank Reference**

First National Bank – Glenwood, IA

Phone: 712-527-3171

Fax: 712-527-3174

Doug Meggison / Lora Fisher

Carrier References

Moore Brothers, Inc  
84622 Hwy 81  
PO Box 1381  
Norfolk, Ne 68702-1381  
800-627-6843  
Jeff Moore

Womco Trucking  
8060 FM 773  
Ben Wheeler, Tx 75754  
800-553-1203  
Mark Adams

Schibi Transportation, LLC  
1509 North Ohio Ave  
Sedalia, MO 65301  
1-660-827-4455  
Brent or Scott Schibi

TNT Trucking LLC.  
RT 2 Box 78  
Oberlin, Ks 67749  
785-877-3913  
Rovella Shearer