



### **Carrier Onboarding Checklist**

Please ensure the following documents are attached and returned.

Broker – Carrier Agreement

Carrier Profile

Company Operating Authority & Hazardous Materials Certificate (if applicable)

Copy of W-9

Current Insurance Certificate Indicating

- Motor Truck Auto Liability coverage (not less than \$1,000,000). Underwriter must have an “A-”rating or better.
- Motor Truck Cargo Liability coverage (not less than \$100,000 and without restriction to type of freight). Underwriter must have an “A-”rating or better.
- Workers’ Compensation liability coverage (if required by state).
  - All insurance certificates must list Try Hours Logistics, LLC. As certificate holder.

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You may email the completed packet to [network@tryhours.com](mailto:network@tryhours.com).

Try Hours Logistics, LLC.

3640 Briarfield Blvd.

Maumee OH 43537

Attn: Carrier Compliance



**Carrier Profile**

Name	Dispatch Phone #
Physical Address	Local #
Mailing Address	Fax #
Claims Contact	Claims Contact Info
Sales Contact	Sales Contact Info
Operations Contact	Operations Contact Info

**Equipment**

MC#
DOT#

Equipment	# of Units		# of Units	Dry Vans	# of Units
Power Units		Conestoga		Flat Beds	
Straight Trucks		Step Decks		Reefer	
Straight Truck Teams		Reefer		Curtain Vans	
White Glove		Lift Gate		Logistics Trailer	

**Additional Services**

Service	Y/N	Service	Y/N		Y/N
ELD's		Teams		CTPAT	
Warehousing		Mexico cross-Border		TWIC	
Driver / Trailer Tracking		Canada Cross-Border		Bonded	
Minority Owned		Hazmat Authority		Liquor Permit	
Woman Owned		Veteran Owned			

Are you staffed in-house 24/7:
How do you communicate after hours:
What type of tracking do your units utilize:
Preferred lanes - Origins / Destinations:
Where is fleet largely concentrated:
Are all units exclusive use to customer:

**Try Hours Logistics LLC**  
**PO Box 8809**  
**3640 Briarfield Blvd.**  
**Maumee, OH 43537**  
**(419) 866-5760 / Fax (419) 866-5920 (dispatch)**  
[logistics@tryhours.com](mailto:logistics@tryhours.com)  
**(419) 866-5843 / Fax (419) 866-5890 (accounting)**  
[brokers@tryhours.com](mailto:brokers@tryhours.com)

Federal ID #: 45-4950281 Duns #: 07-922-9588 SCAC: THLV MC #: 788577-B

**Trade References**

<p><b>C &amp; M Transport</b>  <b>342 Blackbrook Rd</b>  <b>Painsville Twp., OH 44077</b>  <b>(800) 953-0802</b>  <a href="mailto:rcover@cmtransport.com">rcover@cmtransport.com</a></p>	<p><b>Barrett Directline Delivery Service</b>  <b>606 SW 14<sup>th</sup> Street</b>  <b>Bentonville, AR 72712</b>  <b>(479) 271-9360</b>  <a href="mailto:loren@barrettdirectline.com">loren@barrettdirectline.com</a></p>
<p><b>Century Finance LLC</b>  <b>PO Box 16960</b>  <b>Jonesboro, AR 72403</b>  <b>(800) 910-9844</b>  <a href="mailto:kristen@centuryfinance.com">kristen@centuryfinance.com</a></p>	<p><b>Summit Express Inc.</b>  <b>2312 Northyard Court</b>  <b>Fort Wayne, IN 46818</b>  <b>(800) 550-9460</b>  <a href="mailto:knusbaumer@summitlogexp.com">knusbaumer@summitlogexp.com</a></p>
<p><b>Little Truck Solutions Inc.</b>  <b>86 Chruch St, NE</b>  <b>Concord, NC 2828</b>  <b>(704) 271-4875</b>  <a href="mailto:jamie.scercy@littletrucksolutions.com">jamie.scercy@littletrucksolutions.com</a></p>	<p><b>Tama Transportation</b>  <b>3303 Highwood Court</b>  <b>Elgin, IL 60124</b>  <b>(312) 386-7184</b>  <a href="mailto:tama.transportation@gmail.com">tama.transportation@gmail.com</a></p>
<p><b>Thompson Emergency Freight</b>  <b>278 Patillo Rd.</b>  <b>Tecumseh, Ontario N8N 2L9</b>  <b>(800) 265-7332</b>  <a href="mailto:manner@thompson-emergency.com">manner@thompson-emergency.com</a></p>	<p><b>Whitetail Logistics LLC</b>  <b>PO Box 081472</b>  <b>Racine, WI 53408</b>  <b>(262) 260-8908</b>  <a href="mailto:billing@whitetaillogistics.com">billing@whitetaillogistics.com</a></p>

Signed \_\_\_\_\_

Date \_\_\_\_\_

# TRY HOURS LOGISTICS, LLC.

## CONTRACT CARRIER-BROKER AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Carrier", and **Try Hours Logistics, LLC.** of 3640 Briarfield Boulevard, Maumee, Ohio 43537 hereinafter referred to as "Broker".

Carrier is a contract motor carrier of property authorized by Federal Highway Administration ("FHWA") Permit MC-\_\_\_\_\_ (a copy of which Permit is attached hereto as Exhibit A and made a part hereof) to provide transportation of property under contract with brokers, shippers and receivers of general commodities.

Broker is a property freight broker, licensed by the FHWA to arrange for the transportation of property, except household goods, under MC-788577 (a copy of which license is attached hereto as Exhibit B and made a part hereof) and it controls for transportation purposes, on behalf of its third party customers, the commodities to be tendered to Carrier.

**NOW, THEREFORE,** in consideration of the representations made herein, the parties agree as follows:

### I. SPECIFIC OBLIGATIONS OF CARRIER

1. Compliance. Carrier represents that it holds appropriate interstate and/or intrastate authority, where necessary, to perform motor freight transportation services contemplated hereunder as a contract carrier for Broker. Carrier agrees to comply with all applicable federal, state and local laws and regulations, including all requirements of the FHWA, Department of Transportation ("DOT"), Environmental Protection Agency ("EPA"), and any other agency having jurisdiction over its services. Carrier will not serve Broker as a common carrier and will hold Broker harmless from all third parties or Carrier for any claim based on common carrier tariff pricing or rules (including, but not limited to, any terms, rules or rates of any NMFC tariff).

2. Distinct needs.

A. Rates. The rates set forth in Appendix C are designed to meet the distinct needs of Broker. It is expressly understood that these rates are all inclusive and that no reference to any schedule, classification, rates or otherwise beyond Appendix C are applicable unless specifically acknowledged in writing.

- B. Equipment. Carrier agrees to provide the equipment and trained personnel required by Broker to receive, safely carry and transport the shipments arranged by Broker and to deliver such goods to stated destinations promptly. Carrier will not tender trailers which have previously been used for transporting solid waste or other caustic or noxious or hazardous materials as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or in writing to Carrier by Broker. Carrier understands that some of Broker's customer have highly contamination sensitive freight (e.g., foodstuffs) and Carrier accepts the responsibility to be fully aware of all potential contamination issues as relates to their service to Broker and to inquire as to load contents, as necessary, prior to accepting any shipment. Carrier shall guarantee on the rate confirmation when requested by Broker that its equipment to be used has not previously been used to transport solid waste, caustic hazardous or noxious materials as defined hereinabove. Trailers will be dropped at shipper's facilities for loading as requested by Broker.
- C. Delivery. Upon request by Broker, Carrier will secure delivery appointments for consignees and deliver at such scheduled times and, when requested, report appointment times and delivery times within 24 hours of delivery.
- D. Notice of Loss or Damage. Carrier shall notify Broker immediately after having knowledge of overages, shortages, or damage to products or goods Carrier handled for Broker. Carrier shall return overages. Disposition of damaged goods will be determined by Broker. Carrier agrees that for purposes of claims, Broker shall be deemed to be the "Shipper" and Broker may properly present claims on behalf its Shipper customers unless Broker's customer elects to present claims on its own behalf, in which instance Broker's customer shall be recognized as the "Shipper" for claim purposes.
- E. Delays. In the event of delay in the carriage of Broker's freight. Carrier shall, at its expense, forthwith advise Broker, giving an estimate of the anticipated delay in delivery, and shall, as necessary, promptly take steps to reload the freight in replacement equipment or take other necessary steps to minimize delay, at Carrier's sole expense.
- F. Delivery Receipts. Carrier shall obtain delivery receipts for all merchandise tendered by Broker. Carrier will provide copies of same to Broker in sufficient detail to substantiate billing for the services provided. Carrier shall retain such records for three years after delivery of the

involved shipments or for such greater period of time as may be required by federal or state laws, rules, or regulations.

- G. Equipment Condition. Carrier warrants that, at its cost and expense, it shall furnish for use in Broker's service sufficient vehicles suitable for the lawful carriage of cargo tendered by Broker. Carrier shall operate and maintain the motor vehicles and allied equipment necessary in good working condition and in compliance with all applicable laws and regulations. Carrier, at its cost and expense, also shall provide adequately trained drivers and helpers, and provide the proper performance of the trucking services herein provided. All equipment used by Carrier in the performance of transportation functions hereunder shall at all times be under the exclusive control of Carrier.
  
- H. Taxes and Fees. Carrier, at its cost and expense, shall assume full responsibility for all federal, state, and local taxes, licenses, assessments and tolls and all other costs arising out of the transportation herein described.
  
- I. Insurance. Carrier agrees, at all times during the term of this Agreement, to carry and keep in force public liability, property damage and personal injury insurance under such terms as will meet the requirements of all laws and applicable governmental bodies and agencies. Proof of such insurance shall be provided by Carrier to Broker on an annual basis or more often as necessary to provide Broker with current information. In any event, such insurance shall be maintained in amounts of not less than the following:

Workers Compensation including employer's liability:  
\$500,000 or as required by state law.

Public liability and property damage: Comprehensive general liability, including contractual liability in a combined single limit of \$1,000,000 with a deductible of no more than \$10,000 unless approved in writing by Broker prior to service.

Automobile coverage: Comprehensive automobile liability insurance in a combined single limit of \$1,000,000 covering owned, hired and non-owned vehicles with a deductible of no more than \$10,000 unless approved in writing by Broker prior to service.

Cargo liability: \$100,000 per shipment with a deductible of no more than \$2,500 unless approved in writing by Broker prior to service.

- J. Loss, Damage and Overage. Carrier shall be liable for the full actual loss resulting from loss, damage, injury, or delay, except that as to shipments made by shipper's load and count, Carrier shall not be held responsible for shortages in the absence of evidence of tampering, breakage or lack of due care by Carrier. In the event of loss, damage, overage or shortage, Carrier agrees to notify Broker of such incidents immediately, but in no case more than 24 hours after discovery, in writing or via facsimile. Unless there is a written agreement with either the Broker or the Broker's customer in the bill of lading specifying released value rates or limitations of recoverable damages, Broker shall be entitled to recover all lawfully provable damages for freight loss, damage or delay caused by Carrier without limitation. Any agreed to limitation shall be in writing and shall be specific as to commodity and service and general incorporation or references to published sales or tariffs shall be null and void.

Any claims will be handled in the following manner:

- (1) A claim for loss, damage, injury, or delay to cargo will be filed in writing, as provided below, with Carrier, within 180 days of the date Carrier notifies that the shipment is lost, damaged or delayed.
- (2) Carrier will, upon receipt in writing of a proper claim in the manner and form described herein above, acknowledge receipt of such claim in writing within 30 days after the date of its receipt by Carrier, unless Carrier will have paid or declined such claims in writing within 30 days thereof. Carrier will indicate in its acknowledgment what, if any, additional documentary evidence or other pertinent information may be required by it to process the claim, based on Carrier's preliminary examination of the claim as filed. Carrier agrees that in any case where it does not decline, pay or acknowledge receipt of claims within said 30 days that it has agreed to the validity of the claim and the amount stated therein and will thereafter pay said claim within 30 days.
- (3) Carrier, when it has received written claim for loss or damage, injury, or delay to property transported, will pay, decline, or make a firm compromise settlement offer in writing within 60 days after receipt of the claim by Carrier. If Carrier and Broker (or its

customer) do not come to final settlement within 60 days, Broker may cancel this Agreement and/or seek to recover the damages through any legal, administrative or equitable remedy available. Carrier shall not be responsible for loss, damage, injury or delay resulting from acts of god, public enemy, revolution, civil disorder, or war.

Carrier shall be liable for the "full actual loss" resulting from loss, damage, injury or delay. "Full actual loss" means the invoice price of freight tendered to Carrier for transportation.

K. Independent Contractor. Carrier and Broker agree that employees of Carrier, in performing services hereunder, shall be and remain exclusively the employees of Carrier and shall not, for any purpose, be considered employees of Broker. Broker shall not be responsible for any act or omission of said employees. Carrier shall in no event be considered an employee or agent of Broker but, on the contrary, shall be deemed and treated as an independent contractor of Broker. Broker will have no control over Carrier or any of its personnel.

L. Mutual Indemnity. Carrier shall be responsible to Broker for all claims or damage resulting or claimed to have resulted from acts or failure to act on its part or the part of its agents and drivers or from equipment or the condition of equipment furnished hereunder, or as a consequence of the services to be provided by Carrier under this Agreement, including all costs and attorney's fees and Broker shall be responsible to Carrier for all lawful freight charges due to Carrier for merchandise properly delivered by Carrier.

Each party shall indemnify and hold the other harmless from and against any and all claims, costs or expenses (including but not limited to attorney's fees) for personal injury, death or damage to or destruction of property, sustained by the other party, or any of its employees, agents or contractors or sustained by any third party, caused by the acts or omissions of the first party, its agents or employees.

M. DOT Rating. Carrier now has and agrees to maintain a DOT safety rating of "satisfactory". If this should change, Carrier will send Broker written notice of the change by certified mail, in five (5) working days, and Broker has the option of canceling this Agreement, immediately and without notice.

N. Confidentiality. Carrier acknowledges that Broker deems this Agreement and its terms and conditions, and all shipper information derived by



Carrier from this business relationship to be confidential commercial information. Carrier agrees to maintain the confidentiality of this Agreement, including all rate information, customer lists, traffic lanes, and volumes, and product information, or any other information, and shall not disclose any of its terms except to the extent that such disclosure is required by law.

O. State Registration. Carrier, when not operating in its state of incorporation, agrees to register with any state as a foreign corporation prior to conducting intrastate commerce within the state.

P. Special Services.

(1) Pallets. All pallet balances shall be maintained at a zero balance and Broker shall apply a credit or debit to the Carrier's account in the amount of \$5.00 per pallet as is appropriate; no pallet settlements will be paid directly to Carrier by Broker's customers.

(2) Hazardous Materials. Carrier shall not accept and transport any shipment of hazardous materials (as defined in Section I(2)(B) herein above) at any time from Broker's customers without the specific advisement and written consent of Broker. In the event Carrier accepts any shipment in violation of this Section, it shall indemnify Broker against any fine, costs, fees or attorney's fees levied upon or charged to Broker as a result thereof.

## **II. SPECIFIC OBLIGATIONS OF BROKER**

Broker agrees to pay Carrier for the transportation of the commodities moved under this Agreement in accordance with the rates set forth in Appendix C, attached hereto, within 30 days of the receipt by Broker of Carrier's invoice covering such transportation with signed proof of delivery reflecting timely completion of delivery without exception or notation of problems and where Broker has not been otherwise notified of any problems with the shipment. Broker has the right to withhold payment for any shipment which is subject to a claim until such claim is resolved.

## **III. ADDITIONAL PROVISIONS**

1. Carrier authorizes Broker to act as Carrier's agent and to invoice shipper, receiver, consignor, consignee or third party payor for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Broker shall relieve shipper, receiver, consignor, consignee and third party payor of any further liability to Carrier for payment of

charges. Under no circumstances will Carrier seek payment directly from Broker's customers (shippers) unless Broker fails to pay to Carrier lawfully due and uncontested charges.

2. All services provided by Carrier shall be in equipment owned or under permanent lease to Carrier. Carrier will not "broker" or tender Broker's traffic to any other carrier or broker for any purpose without the prior written consent of Broker. Broker will not use "trip-leased" equipment in service to Broker without prior written consent of Broker.

3. The bill of lading shall note that the shipments were transported by Carrier, acting as a Carrier, and that the shipment was arranged by Broker, acting as a Broker. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee. When Broker has assembled multiple shipments into carload or truckload lots, the list of underlying shippers will be attached as an appendix to the bill of lading.

4. During the existence of this Agreement and for a period of one year after its cancellation, Carrier shall not solicit or transport, directly or indirectly, traffic from any shipper, consignor, consignee or customers of Broker where (a) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (b) where the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to Carrier by Broker. If Carrier breaches this Agreement and "back-solicits" Broker's customers, or obtains traffic from such a customer, Broker then is entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from Carrier of thirty percent (30%) of the transportation revenue invoiced on the movements of the traffic and payment of all costs and attorney's fees expended to secure the thirty percent (30%). This is in addition to any other compensatory and punitive damages, the right to temporary or permanent injunction and all other legal remedies. For purposes of paragraph "4.", Carrier shall include all related companies, whether carrier, broker, freight forwarder, holding company or otherwise, and also includes all principals of Carrier, including officers, directors and shareholders acting directly or indirectly.

5. This Agreement shall be governed where necessary by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

6. The term of this Agreement shall be for one year from the date shown above. That term may be extended for another year by mutual agreement at or prior to the expiration of the first year, or if no further agreement is executed by that date, this Agreement shall remain in effect until superseded by a subsequent agreement, or canceled upon 30 days written notice of cancellation by either party. Carrier shall maintain a copy of this Agreement on file for a period of at least three years after it is terminated or canceled.

7. Notwithstanding the above, either party may terminate this Agreement without penalty on one day's written notice as a result of a material violation or breach by the other party of any provisions of this Agreement or the execution of a subsequent agreement.

8. Unless otherwise stated, all notices which may be given in connection with this Agreement or required by law or regulation shall be in writing, shall be sent postpaid by the party desiring to give such notice to the other party by first class mail, addressed to such party at its address shown herein, and shall be deemed to have been given when so sent.

9. This Agreement shall be subject to and shall be interpreted in accordance with the laws of the State of Ohio. Carrier and Broker agree to the exclusive jurisdiction and venue of the courts of Lucas County, Ohio or the United States Federal District Court for the Northern District of Ohio, Western Division for any disputes between them.

10. Nothing in this Agreement shall be interpreted or shall have the effect of guaranteeing to Carrier any particular volume of business or the loads of any particular shipper.

11. This Agreement shall constitute the entire agreement between the parties on the matters referred to herein and any amendments to this Agreement shall be in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CARRIER

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

\_\_\_\_\_  
Address

PH: \_\_\_\_\_

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

( \_\_\_\_\_ )  
\_\_\_\_\_

Telephone Number

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

( \_\_\_\_\_ )  
\_\_\_\_\_

Fax Number

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

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

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

**TRY HOURS LOGISTICS, LLC.  
(BROKER)**

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

Its: \_\_\_\_\_

**EXHIBIT A**

[CARRIER'S PERMIT]

**EXHIBIT B**

[BROKER'S PERMIT]

**EXHIBIT C**

**Statement of Rates and Charges**

\_\_\_\_\_  
Carrier

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

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

Date: \_\_\_\_\_

**TRY HOURS, LLC.**

Broker

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

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

Date: \_\_\_\_\_