



Date \_\_\_\_\_

To: \_\_\_\_\_

From: \_\_\_\_\_

We are interested in having \_\_\_\_\_ as one of MYEXPRESSFREIGHT/G. Katen & Partners's fleet of carriers. We have prerequisites to become an approved carrier in our fleet:

Listed below, are the items we need from your company.

1. \_\_\_\_\_ Completed Carrier Packet (ALL PAGES MUST BE FAXED BACK)
2. \_\_\_\_\_ W-9 Tax reporting form.
3. \_\_\_\_\_ \*Original Certificate of Insurance, Cargo Liability, Auto Liability and General Liability
4. \_\_\_\_\_ Certificate of Authority (MC Certificate, DOT Authority, etc)
5. \_\_\_\_\_ Signed Agreement
6. \_\_\_\_\_ Hazardous Materials Endorsement (if applicable)
7. \_\_\_\_\_ Satisfactory safety rating issued by the U.S. Department of Transportation & Safety Ratings

### MEF Minimum Insurance Requirements

#### Intermodal Carriers

- \$1,000,000 Automobile Liability Insurance naming G. Katen & Partners, LLC as additionally insured.
- \$1,000,000 General Liability Insurance naming G. Katen & Partners, LLC as additionally insured.
- \$200,000 Cargo Liability Insurance naming G. Katen & Partners, LLC as additionally insured

#### OTR Carriers

- \$1,000,000 Automobile Liability Insurance naming G. Katen & Partners, LLC as additionally insured.
- \$200,000 Cargo Liability Insurance naming G. Katen & Partners. as additionally Insured

Please have your insurance company send original certificates, naming G. Katen & Partners, LLC as additionally insured, to us at :

G. Katen & Partners Company  
Attention MEFCP  
9903 Santa Monica Blvd, Suite 356  
Beverly Hills, California 90212

Please Fax all other information to us at 310-933-0320.

Rates will be negotiated at the time of dispatch and a signed rate confirmation will follow via fax. Please sign the rate confirmation/dispatch order (this form complies to the transportation contract as our rate agreement) and fax back to MEF. We look forward to adding your fleet to Myexpressfreights's Carrier List.

## CARRIER PROFILE

Company Name: \_\_\_\_\_ Vendor # \_\_\_\_\_

Owner/President's Name: \_\_\_\_\_ SCAC Code: \_\_\_\_\_

\*Physical / Correspondence Address\*

\*Remittance / Factoring Co Address\*

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MC #: \_\_\_\_\_ Authority Type: \_\_\_\_\_ Year Company was Established: \_\_\_\_\_

Are you a(n) Intermodal Carrier: \_\_\_\_\_ OTR Carrier: \_\_\_\_\_ Both: \_\_\_\_\_ Is your company Customs Bonded? \_\_\_\_\_

Are you a hazardous materials carrier? \_\_\_\_\_ Permitted to transport alcohol/spirits? \_\_\_\_\_

Are you C-TPAT (Customs Trade Partnership Against Terrorism) certified: Yes No (circle one)

Do you provide cross border service between the: USA and Canada: Yes No (circle one)

USA and Mexico: Yes No (circle one)

USA and The USVI, BVI: Yes No (circle one)

If you answered yes above (A) Is your Company FAST (Free and Secure Trade) registered and approved: Yes No (circle one)

(B) Do your drivers carry FAST commercial drivers cards: Yes No (circle one)

Is your company Minority owned? Yes No (circle one) If Yes, please specify: \_\_\_\_\_

What percentage of your company is minority owned? \_\_\_\_\_%

Is your company government classified as any of the following? (circle all that apply)

Small Business Woman Owned Hub Zone US Veteran US Service Disables Business Handicapped

Are you a Small Disadvantaged business? Yes No (circle one) If Yes, Please provide date of certification: \_\_\_\_\_

How many tractors/trucks are in your fleet?: \_\_\_\_\_ Do you transport dry vans? \_\_\_\_\_ If yes, what size(s) \_\_\_\_\_

Do you transport reefers?: \_\_\_\_\_ If yes, what size(s): \_\_\_\_\_ Do you transport flatbeds? : \_\_\_\_\_ If yes, what size(s) : \_\_\_\_\_

Do you transport special equipment?: \_\_\_\_\_ If yes, what type(s) and size(s): \_\_\_\_\_

Hours of Operation: Monday-Friday Hours \_\_\_\_\_ Saturday Hours: \_\_\_\_\_

PLEASE CONTINUE ON TO NEXT PAGE



## SPECIALIZED SERVICES

CIRCLE YES OR NO

Piggyback Drayage: Y / N

Container Drayage: Y / N

Daily Tracing: Y / N

Storage Yards: Y / N    Is it secured?: Y / N

Warehousing: Y / N

Distribution: Y / N

Transloading: Y / N

Cross Docking: Y / N

Cross Towns: Y / N

Container Yard: Y / N    Chassis Available: Y / N

Local Drayage: Y / N

Long Haul Drayage: Y / N

Blocking & Bracing: Y / N

Drive Assist: Y / N

Radio Dispatched: Y / N

Charge for Stop Off: Y / N

Wireless Equipped Vehicles: Y / N

3<sup>rd</sup> Party Tracking: Y / N

Free Time, Dollar Amount Thereafter : \_\_\_\_\_

Interchange Agreements:

Railroad \_\_\_\_\_

Stack Trains \_\_\_\_\_

RAMPS SERVED (CITIES):

\_\_\_\_\_

Thank you for your cooperation

Vendor Requested by: \_\_\_\_\_ Office: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*28 DAY PAY CYCLE\*\*\*\*\*

FOR MEF ONLY:

Entered By: \_\_\_\_\_ Date Entered: \_\_\_\_\_

Name Search: \_\_\_\_\_ \*\* Print 1099 (Y/N) \_\_\_\_\_

Vendor Code and Number: \_\_\_\_\_ ( to be supplied by NJ Office)

Full name are to be used, no abbreviations!

## CONTRACT FOR MOTOR CARRIER TRANSPORTATION

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, with its principle place of business at \_\_\_\_\_ (hereinafter referred to as "CARRIER") and MYEXPRESSFREIGHT.COM/ G. Katen & Partners, with its principle place of business in Bergen County, New Jersey (hereinafter referred to as "MEF").

WHEREAS, Carrier is an authorized interstate or intrastate motor carrier of property operating under MC Certificate of Permit no. \_\_\_\_\_ (a copy of which MC Certificate or Permit CARRIER has furnished to MEF and it is made a part of this contract), issued by the Federal Highway Administration of the United States Department of Transportation, or a State Department of Transportation, to provide regulated interstate or intrastate transportation of property; and

WHEREAS, MEF is engaged in the business of, among other things, transportation brokerage, and desired to retain CARRIER's services, from time-to-time, to satisfy a portion of MEF and it's customers' distinct transportation needs, as are more specifically set forth in this contract: and

WHEREAS, MEF desires to engage CARRIERS for transportation of the commodities to be tendered to CARRIER, through agreements and arrangements MEF has with shippers, consignees or beneficial owners of such commodities;

NOW THEREFORE, in consideration of the above premises, MEF agrees to offer for shipment and CARRIER agrees to transport itself by motor vehicle from and to such points between which services may be required, such quantities of commodities as MEF may require, subject to availability of suitable equipment, and under the terms and conditions expressed in this contract and as are hereafter listed.

### 1. NON-EXCLUSIVITY

MEF agrees to from time to time tender shipments to CARRIER during the Term. CARRIER agrees to accept such shipments, and to transport and deliver each shipment safely, legally, efficiently, and with reasonable dispatch. Unless otherwise expressly set forth herein, neither this Agreement to tender shipments, nor the tender of any such shipments, shall under any circumstances be deemed to constitute a course of conduct or a minimum or maximum quantity guarantee. It is understood that this is a non-exclusive Agreement, and that MEF shall be free to utilize services of Carrier's or transportation service providers other than CARRIER, and that CARRIER shall be free to accept freight from transportation persons and entities other than MEF.

### 2. CARRIER STATUS

CARRIER's status, insofar as all services performed pursuant to this contract, is that of a motor carrier as defined at 49 USC 13102(3). All services performed by CARRIER are considered contract carriage as the term is defined at 49 USC 13102(4)(B). CARRIER and MEF expressly waive any or all rights and remedies under Part B, 49 USC 13101 et seq., provided for by 49 USC 14101(b) except to the extent any provisions thereof are specifically incorporated in this contract by reference, including statutory provisions and complimentary regulations. The relationship of the CARRIER to MEF is and shall, at all times, be that of independent contractor, and neither is or shall be considered an agent of the other for any purpose.

- a. CARRIER represents and warrants to MEF that CARRIER'S safety rating by the Federal Motor Carriers Safety Administration, U.S. Department of Transportation, is and will remain a "Satisfactory" rating. Carrier will notify MEF, in writing, immediately if its safety rating is changed to "Conditional" or "Unsatisfactory". If "Conditional" safety rating is assigned to CARRIER, CARRIER shall provide MEF with written explanation of the reason for such rating and what action CARRIER has taken to correct it.

- b. CARRIER, at its sole cost and expense, shall provide for its services hereunder only competent, able and legally licensed personnel, including, without limitation, drivers holding valid Commercial Drivers' Licenses. CARRIER has sole responsibility for the acts of its employees, agents, owners operators and/or any other person or entity fulfilling any of CARRIER's obligations under this Contract, and such personas or entities shall at no time and for no purpose be deemed to be under the control or authority of MEF, or the joint control or authority of both Parties.

### 3. NON-DELEGATION of DUTIES/OBLIGATIONS.

CARRIER represents and warrants to MEF that CARRIER shall not delegate, tender, subcontract or broker, and duties or obligations of this contract to any third party motor carrier, freight forwarder or broker and any such delegation tender, subcontract or broker, in violation of this provision shall be void and of no effect. If such event occurs, CARRIER agrees that it will remain primarily responsible for and loss, damage or delay. Further, CARRIER agrees to reimburse MEF for any and all costs, attorney's fees, damages or fines associated with re-brokering any shipment. CARRIER represents and warrants to MEF that CARRIER shall not invoice MEF for any charges or the shipment CARRIER delegated, tendered, subcontracted, or brokered to any third party motor carrier, freight forwarder or broker.

### 4. INSURANCE, INDEMNIFICATION AND CARRIER LIABILITY.

#### a. Carrier Insurance Requirements

CARRIER represents and warrants to MEF that Carrier has and will maintain cargo insurance, for every vehicle and piece of equipment used to transport commodities tendered by MEF to CARRIER, in the minimum amount of \$200,000, as well as Auto and Comprehensive General Liability Insurance, in the minimum amount of \$1,000,000, for the benefit of and to compensate MEF, the Shipper, consignee or beneficial owner of the commodities, for loss or damage to their property while in the actual or constructive possession of control of CARRIER in connection with all transportation services provided herein, and to compensate those same persons for loss resulting from any act of omission of CARRIER in connection with all transportation services provided under this contract. All forms of cargo and liability insurance shall be in the form and content required by 49 CFR 1003 and 1043, except that the amount of such insurance may be required to exceed those levels prescribed by such regulations. CARRIER shall cause its insurance carrier or carriers to provide MEF standard certificates of insurance for cargo, auto and general comprehensive liability coverage, which certificate or certificates shall require the insurance carrier to provide MEF written notice 30 days prior to cancellation and which shall list MEF as an additional insured under CARRIER's policy or policies. In all cases, CARRIER's insurance shall be deemed as the "Primary Coverage", should a loss occur.

#### b. Carrier Indemnification

CARRIER agrees to defend, indemnify and hold harmless MEF and MEF's customers who commodities are transported by CARRIER, and to assume full responsibility for and pay all costs of compliance with all insurance covering cargo, personal liability and property damage risks; pay all Federal, State or municipal license fees, taxes, overweight fines and other charges; and meet all requirements that may be specified in regulation now in force or hereafter promulgated, by authority of law. CARRIER further agrees to indemnify, defend and hold harmless MEF and MEF's customers from any and all claims for death or injury, to persons and loss of damage to property of any nature whatsoever, growing out of, or any way arising from, the transportation of property of MEF, shipper, consignee, or beneficial owner, and whether by act or omission

of CARRIER. These indemnity obligations shall also require CARRIER to be liable for all MEF's and MEF's customer's legal expenses.

c. Carrier Standard For Liability For Loss or Damaged Property

CARRIER shall be liable in transporting property of or for MEF, shipper, consignee, or beneficial owner liability for loss damage and injury to property, with such liability imposed by this section being for the actual loss or injury to the property. The CARRIER's liability shall begin when it signs the bill of lading or receipt and there is nothing further for MEF or its customer to do in tendering the freight to CARRIER. CARRIER's liability shall end when it receives a signed delivery receipt from the properly named consignee and nothing remains to be done by CARRIER to deliver the shipment to that consignee. When a shipment is refused by the consignee, or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until CARRIER has placed a shipment in a public warehouse or in its terminal or storage facility under reasonable security.

(1). Notwithstanding that CARRIER may have a permit to operate as a contract carrier has assumed the liability of a "common CARRIER" and thus shall be deemed to be a common carrier for purposes of application of the BMC-32 endorsement. If CARRIER maintains any level of self-insurance, it must provide MEF with evidence of such coverage, including a copy of a valid Authorization to be a Self-insurer from the FMCSA or other applicable governing agency or body.

(2). If any shipment, or portion thereof, is lost, damaged or not delivered to the designated consignee, for any reason whatsoever, CARRIER, as a "for hire" carrier, shall pay MEF for the full value of the affected goods. For the purpose of this Agreement, "full value of the affected goods " is defined as the invoice price of the lost, damaged or otherwise undelivered goods charged to MEF's customer by its supplier, plus applicable pro rata transportation charges.

(3). CARRIER shall immediately notify MEF by telephone and thereafter by e0mail or facsimile of (i) any accident, spills, theft, hijacking, delays or shortages which may occur while any shipment is in CARRIER's care, possession, custody and/or control and (ii) any refused or "on-hand" shipment, or part thereof, and request additional instructions from MEF regarding delivery or storage of such shipment. CARRIER shall immediately advise MEF in the event of delay in the carriage of any shipment, and provide MEF a reasonable estimate of the delay in delivery anticipated.