



**Enclosed you will find our carrier set-up packet along with our company information.**

**From - Carrier Compliance**

To insure prompt settlement, please provide information on checked off items below:

- Contract - Signed Broker/Carrier Transportation Agreement  
(please initial & fax or email ALL pages of contract)
- Attach copy of Motor Carrier / ICC Authority
- Completed and Signed W-9
- Carrier Profile Sheet  
(note: if factoring, please give info on factoring company)
- Statement of Workers' Compensation Election Form
- Please provide (3) references (Brokers you've hauled loads for)
- "Quick Pay" and ACH Deposit option completed
- Please have your insurance company fax a certificate of insurance for auto liability and cargo coverage to include any reefer breakdown insurance coverage, made out to: G&S Transports, LLC

**Complete and fax or email back with carrier package to:**

**G&S Transports, LLC  
Greg Punt - [gpunt@gandstransports.com](mailto:gpunt@gandstransports.com)  
Fax: 320.323.4490**

**If you have any questions or concerns, please call  
Greg Punt at 320.894.1251**

**REMIT ALL BOL AND LUMPER RECEIPTS TO**

**G&S TRANSPORTS, LLC  
7360 195TH AVE SW  
PRINSBURG, MN 56281**



## BROKER CARRIER AGREEMENT

THIS AGREEMENT, made and entered this day of [REDACTED] 20 [REDACTED] by and between, G&S Transports, LLC.

("Broker"), with principal offices 7360 195th Ave SW, Prinsburg, MN 56281 and ("Carrier"), with principal offices at: [REDACTED] in the State of [REDACTED]

WITNESSETH

Whereas, Carrier is a contract and/or common carrier, authorized by the Federal Highway Administration, identification number MC: [REDACTED] sub [REDACTED], (a copy of said authority being attached hereto) to conduct operations and provide transportation service in interstate and foreign commerce through the transportation of General commodities (except household goods), between points in the United States; and

Whereas, Broker is a broker of general commodities (except household goods), duly authorized by the Federal Highway Administration, identification number MC-777815, (a copy of said authority being attached hereto) to arrange for the transportation of property by motor carriers: and Whereas, Broker requests to be of service to Carrier from time to time.

Now therefore, in consideration of the foregoing premises and promises contained herein, Carrier and Broker to as follows:

1) Broker hereby agrees to tender freight to Carrier, in an amount not less than (1) truckload per year, and Carrier hereby agrees to pick up, transport, provide and deliver services, as Broker shall require on all such freight handled by Carrier for Broker.

2) Carrier is and shall serve Broker as an independent contractor, not as an agent or employee, and Carrier shall make all arrangements it deems necessary and appropriate to provide sufficient personnel and motor vehicle equipment to provide transportation service inclusive of this Agreement. Broker is not and will not be responsible for any debts or obligations incurred by Carrier in the performance of its business. Nothing in this Agreement shall be construed as creating any partnership or joint venture between the parties. Neither party shall be liable for any obligation; by the other, except as specified.

3) This Agreement shall remain in effect for (1) one year from the date aforementioned, if not canceled, shall renew itself for additional periods of one (1) year. Either party may terminate this Agreement upon thirty (30) days written notice of intention to terminate. Termination may be with or without cause, Termination of this Agreement shall not release either party from any liability to the other arising pursuant to this Agreement, whether such was ascertained at the time of termination.

4) Carrier warrants that it is a carrier in good standing with the Federal Motor Carrier Safety Administration and Carrier does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify Broker in writing immediately if its safety rating changes to "Unsatisfactory" or "Conditional"

GS Initial & Date: [REDACTED] / [REDACTED] / [REDACTED] Carrier Initial & Date: [REDACTED] / [REDACTED] / [REDACTED]



5) Carrier warrants that all services provided pursuant to this contract will be rendered by it in equipment which it owns and/or operates.

6) Carrier agrees not to re-broker, assign or interline the shipments hereunder, without prior written consent of the Broker. Double Brokerage is strictly prohibited, if the Carrier beaches this provision, Broker shall have the right to pay the monies it owes to the Carrier whom delivered the load, in lieu of payment to Carrier. The Carrier is not released from any liability under this agreement.

7) Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority affecting the performance of the transportation services to be rendered pursuant to this Agreement. Carrier will be solely responsible for any acts, omissions, and/or violations by its employees or agents and will defend and save Broker harmless from any fine, penalty, or liability that may result from such acts or Violations; provided however, that this paragraph shall not apply to any wrongful or negligent acts, omissions, or violations by the Broker, its agents or employees. Carrier shall indemnify and hold harmless Broker and its customer for all claims, fines, losses and causes of action including expenses and attorney's fees arising out of carrier's performance of the duties and obligations under this contract.

8) On all shipments tendered to Carrier pursuant to this Agreement, compensation shall be paid "by Broker to Carrier in the amount set forth on Broker's load confirmation, varying per load yet a part hereof, provided, however, that the parties hereto may at any time, agree in writing or orally to be subsequently confirmed in writing, to change such compensation for any specific shipment of shipments.

9) Carrier shall invoice Broker within 30 days of delivery. All invoices shall include the following: (1) if applicable, a written addendum to the broker load rate confirmation by carrier, and broker's acknowledgement of any change in compensation for a specific shipment or shipments and (2) carrier's freight bill with original or certified original bill of lading signed by the consignee at point of delivery. Broker will endeavor to pay carrier within 30 days of receipt and warrants that it will transmit payments received from its customers for service provided by carrier without delay. Broker shall be solely responsible for paying freight charges, Carrier waives all recourse to the consignor or broker's customer for collection of charges. Double brokering is prohibited and will void this negotiation & carrier will forfeit payment.

10) Carrier hereby represents that it is a motor common or contract carrier duly authorized by the Federal Highway Administration to perform the transportation as provided herein and that all transportation performed by it for and on behalf of Broker shall be as a contract carrier pursuant to the terms and conditions of this Agreement. Carrier further represents that while it may also hold authority from the Federal Highway Administration to operate as a motor carrier, no transportation will be performed by it for and on behalf of Broker as a motor carrier and Carrier's rates and tariffs file with the Federal Highway Administration as a motor carrier shall not, under any circumstances, be applicable to any transportation which it shall perform for and on behalf of Broker while this Agreement is in effect.

GS Initial & Date: [ ] / [ ] / [ ] Carrier Initial & Date: [ ] / [ ] / [ ]



11) Carrier agrees always to carry public liability, property damage and cargo liability insurance policies with reliable insurance companies or companies approved by Broker in amounts and with limits specified or approved by Broker. Broker will be named as additional insured under the Carrier's auto and general liability insurance and a loss payee under the cargo insurance. Carrier will, upon request, promptly furnish Broker with Certificates of Insurance or other acceptable evidence of coverage and name Broker as certificate holder and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least 10 days prior to such cancellation or modification. Nothing in this agreement shall be construed to avoid Carriers liability due to any exclusion or deductible in any insurance policy. Carrier shall maintain the following minimum coverages:

- a. Auto Liability in the amount of \$1,000,000 per occurrence (Form BMC-91X on file)
- b. Commercial General Liability in the amount of \$1,000,000 per occurrence;
- c. Worker's Compensation Insurance in the amount required by state law;
- d. All Risk Motor Cargo Insurance coextensive with carrier's legal liability in the amount of \$100,000 per occurrence.

12) Carrier shall defend, indemnify and hold Broker its insurer and its shipper customer harmless from all claims, liabilities and all expenses including attorney's fees relating to or arising from the transportation services hereunder, provided however, that nothing in this section shall require Carrier to indemnify Broker against any claim or liability which results from any negligent or willful act or omission on the part of the Broker, its agents or employees.

13) Carrier shall accept cargo liability for loss, damage and delay in accordance with 49 C.F.R. §14706. All claims will be processed subject to 49 C.F.R. §370 and the terms and conditions of the Uniform Domestic Bill of Lading. Broker reserves the right to offset pending cargo claims against freight charges otherwise due and owing until such claims are otherwise settled.

14) In the event of an overcharge, over collection, duplicate payment, or claim for loss, damage or injury filed with Carrier, Carrier agrees that Broker shall have the right to set-off an amount sufficient to cover the overcharge, over collection, duplicate payment of claim, and to deduct and withhold such amount from any freight charge payments due Carrier.

15) During the term of this contract and any extension thereof, and for a period of one year from the cancellation date, Carrier agrees that neither it nor its employees and agents will back solicit any shipper, nor will it transport any traffic which it first handled because of transportation provided pursuant to this contract. Upon any violation of this provision, Carrier shall pay to Broker as liquidated damages, 55% of the gross revenue derived from the handling of such shipments plus legal fees and costs incurred in enforcing this provision.

GS Initial & Date: [ ] / [ ] / [ ] Carrier Initial & Date: [ ] / [ ] / [ ]



16) This Agreement may not be assigned by either party but shall extend to and be binding upon the heirs, executors, successors or assignees of Broker and Carrier.

17) This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

18) This Agreement shall be governed by and construed in accordance with the Laws of the State of Minnesota and in the event, that any action against the carrier for damages or loss for the failure to perform under this agreement or breach under this agreement, it is agreed that venue is in: State of Minnesota. Furthermore, Carrier agrees that Broker is entitled to recover reasonable attorney fees for such breach.

19) Any load that is delayed by Carrier, Carrier's Driver, or any other employee of the Carrier, other than by acts of God, is subject to a deduction of a minimum of 500.00 per day delayed, from the Carriers invoice. In the case of Brokers customer requiring restitution or compensation for the delay, Carrier will be held responsible for such restitution or compensation.

20) A READABLE COPY OF ALL BOL AND LUMPER RECEIPTS MUST BE TURNED IN WITHIN 72 HOURS OF DELIVERY, FAILURE TO DO SO WILL RESULT IN A SERVICE CHARGE NO LESS THAN \$100 BEING ASSESSED

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understanding, either oral or written, Amendments or modification to this Agreement shall be in writing and must be signed by a duly authorized representative of each party hereto. IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Carrier: [REDACTED] Broker: G&S Transports, LLC

Address: [REDACTED] 7360 195th Ave SW  
Prinsburg, MN 56281

By: [REDACTED] By: Greg Punt

[REDACTED]  
Print Name

Title: [REDACTED] Title: Broker  
Date: [REDACTED] Date: [REDACTED]



**BROKER CARRIER AGREEMENT**

PLEASE FILL IN ALL REQUIRED INFORMATION  
And fax the completed form to

Carrier/Company Name: \_\_\_\_\_

D/B/A (Doing Business As): \_\_\_\_\_

**DISPATCH CONTACT INFORMATION**

Contact Person(s): \_\_\_\_\_

Main Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

After Hrs #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**OPERATING AUTHORITY**

Federal Authority: MC#: \_\_\_\_\_ US DOT#: \_\_\_\_\_ SCAC: \_\_\_\_\_

Authority Type: Contract:  Common:  Broker:  Freight Forwarder:

DOT Rating: Satisfactory  Conditional  Not Rated

**BILLING INFORMATION**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Operating as (check one): Corporation  LLC  Partnership  Sole Proprietor

Federal Id #(FEIN): \_\_\_\_\_ SS #: \_\_\_\_\_

Do you factor your invoices? Yes  No

If YES, whom do you factor with?  
\_\_\_\_\_



**PAYMENT OPTIONS Please select one of the following:**

Standard 24 Days  Quick Pay - Next Day 5%   
Quick Pay - 7 days 3.5%

Payment Method:

FleetOne Check/Comcheck  ACH (2 business days)  Wire Transfer (same day)

\*\*\* If Quick Pay payment is selected and payment by ACH or wire, please fill out the provided form\*\*\*

**ADVANCES**

We offer advances upon confirmation that the truck is loaded, in the form of 40% of the gross amount of the load Up to \$1,000. The charge for the advance is \$35 plus 5% of the advance amount. Since it is the carrier's responsibility to pay for lumpers, this charge also includes any lumper advance.

Does your company require a fuel advance? Yes  No

**EQUIPMENT INFORMATION**

Please indicate by circling the type of Equipment you have and the number of units:

Number of Tractors:

Trailer Types: 48 FT  53 FT   
(Provide number of each)

Reefers:

Dry Vans:

Specialized equipment: Plant Decking

Operate in all states: Y or N

Primary traffic lane: NE SE MD SW WC PC

Would like to be included in our email of available loads? YES  NO

If yes, please provide email address or addresses:

Person completing this form:  Title:



**CERTIFICATE OF INSURANCE INSTRUCTIONAL SHEET**

\*\*\*\*CARRIER: PLEASE FORWARD TO YOUR INSURANCE AGENT\*\*\*\*

Motor Carrier Name: [Redacted]

Address: [Redacted]

Insurance Agent: [Redacted]

Address: [Redacted]

Phone: [Redacted]

Fax number: [Redacted]

Dear Agent:

Please provide a standard certificate of insurance showing liability limits required under section 49 CFR - U.S.C. 11707 and cargo insurance in the amount of not less than \$100,000. The certificate must also list G&S Transports, LLC. as certificate holder and additionally insured. The cargo must include "Reefer Breakdown Limits," if applicable. This certificate shall require the insurance agent to give G&S Transports, LLC. written notice thirty (30) days prior to the cancellation of such coverage.

This certificate should be faxed to.

**G&S Transports, LLC**  
**320-323-4490**

THANK YOU VERY MUCH AND WE HOPE YOU HAVE A GREAT DAY!

[Redacted]  
Motor Carrier Representative

[Redacted]  
Phone #

**Note - Please do not mail certificate if you have already faxed.**





**STATEMENT OF ELECTION NOT MAINTAIN WORKERS' COMPENSATION COVERAGE**

TO G&S TRANSPORTS, LLC; CARRIER COMPLIANCE:

THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF THE CARRIER SET FORTH BELOW, HEREBY WARRANTS AND REPRESENTS TO BROKER THAT SUCH CARRIER IS NOT REQUIRED BY LAW TO MAINTAIN WORKERS' COMPENSATION INSURANCE, AND FURTHER THAT IT HAS ELECTED NOT TO MAINTAIN SUCH INSURANCE.

IF CARRIER SUBSEQUENTLY EITHER (1) BECOMES SUBJECT TO PERTINENT WORKERS' COMPENSATION LAW, OR (2) CARRIER'S MAINTENANCE OF WORKERS' COMPENSATION INSURANCE REMAINS ELECTIVE BUT CARRIER ELECTS TO MAINTAIN SUCH INSURANCE, THEN CARRIER WILL PROVIDE BROKER WITH EVIDENCE OF SUCH INSURANCE IN COMPLIANCE WITH THE TERMS OF THE PERTINENT AGREEMENT BETWEEN THE PARTIES.

IN WITNESS, WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN

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

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

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**WIRE FORM**

FINANCIAL INSTITUTION INFORMATION

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

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

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

ACCOUNT NUMBER: \_\_\_\_\_

9 DIGIT ROUTING/ABA NUMBER: \_\_\_\_\_

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

NAME (PLEASE PRINT): \_\_\_\_\_

SIGNATURE (REQUIRED): \_\_\_\_\_

DATE: \_\_\_\_\_

\*A \$30 WIRE FEE OR A \$5 ACH FEE WILL BE DEDUCTED FROM YOUR PAYMENT IN ADDITION TO THE 5% 1 DAY QUICKPAY FEE OR 3.5% 7 DAY QUICKPAY FEE\*

\*PLEASE INDICATE IF YOU WANT WIRE OR ACH ON YOUR INVOICES. WIRE IS SAME DAY, AND ACH TAKES 2 BUSINESS DAYS\*

\*IF THE WIRE IS RETURNED TO OUR ACCOUNT BECAUSE YOU PROVIDED THE WRONG INFORMATION OR ILLEGIBLE HANDWRITING, WE WILL DEDUCT THE RETURN FEE FROM YOUR PAYMENT\*