



P.O. BOX 340. CHANNAHON, IL 60410
PHONE: 800-799-9008 FAX: 815-467-5083

RETURNED CARRIER PACKET COVER SHEET

US DOT #2215150

WRITE YOUR DOT# BELOW

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Carrier, this must be your cover sheet when returning the carrier packet to Packard Logistics, LLC This sheet contains special bar codes and Optical Character Recognition technology to identify your packet and correctly route it to dispatch. If you do not send this back as your cover sheet you may not be dispatched on the load or \$25.00 penalty will be assessed.

FAX PACKET BACK TO: 815-467-1208 or 800-670-4634



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Carrier Contract Packet

PLEASE USE THE FOLLOWING STEPS TO PROPERLY FILL OUT ALL FORMS

- Page 1-section 1 of the broker-shipper-carrier contract write your company name on the first line. On the next line write your MC and DOT number.
- Page 5 of broker-shipper-carrier contract fill out all lines under the carrier section.
- On broker carrier information questionnaire, fill out all information that applies to you.
- If you are a U.S. carrier please fill out the w-9 form at the end of the packet.
- If you are a Canadian carrier please fill out w-8eci form at the end of the packet.
- Include a copy of your Authority Certificate with your carrier packet.
- Include a copy of insurance certificate naming Packard Logistics, LLC as the certificate holder and additional insured with your carrier packet.
- Include a copy of your C-TPAT Certificate with your carrier packet, if you have one.
- Include a copy of your Minority Owned Business Certificate with your carrier packet, if you have one.

Send the entire prospective carrier packet to:

**PACKARD LOGISTICS, LLC
P.O. BOX 340
CHANNAHON, IL. 60410**

Or

FAX 815-467-1208 or 800-670-4634

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BROKER-SHIPPER-CARRIER CONTRACT

1. This AGREEMENT is between Packard Logistics, LLC (BROKER-SHIPPER), a motor property broker licensed by the Interstate Commerce Commission (ICC), Docket MC 239944, DOT 2215150 and _____ (CARRIER), a motor carrier operating in interstate commerce as a contract carrier under authority issued by the ICC in Docket MC _____ and DOT _____.
2. It is the intent and understanding of the parties to this AGREEMENT that all transportation services provided to BROKER-SHIPPER by CARRIER shall be as a motor contract carrier, and that the terms of this AGREEMENT and the service rendered hereunder have been designed to meet the distinct transportation needs of the BROKER-SHIPPER, including but not limited to the rate negotiation and verification procedure in paragraph 6. It is understood that the shipments offered to CARRIER by BROKER-SHIPPER shall be only those where BROKER-SHIPPER exercises complete control over the transportation of the commodities, and under these circumstances, BROKER-SHIPPER is considered to be a SHIPPER in its relationship with the CARRIER. BROKER-SHIPPER agrees to offer a series of shipments to CARRIER and CARRIER agrees to transport said shipments under the terms of this AGREEMENT.
3. In the event the CARRIER is unable to supply transportation service within the time requested by the BROKER-SHIPPER, it shall so advise BROKER-SHIPPER and may arrange to furnish said transportation at a later date, or BROKER-SHIPPER, if it desires, may arrange for alternate transportation of the commodities. Under such circumstances, failure of the CARRIER party hereto to comply with the requests of the BROKER-SHIPPER shall not be a breach of the terms of this AGREEMENT.
4. In the event of invasion, insurrection, strikes, lockouts, riots, civil war or commotion, military or usurped power, acts of God, or circumstances beyond the control of the CARRIER, failure on the part of the CARRIER to make pickups and deliveries as requested by the BROKER-SHIPPER shall not be a breach of the terms hereof.
5. In the performance of transportation service hereunder, CARRIER is an independent contractor and not an agent or employee of BROKER-SHIPPER. CARRIER agrees at its own expense to furnish suitable motor vehicle equipment to transport BROKER-SHIPPER's commodities, and in connection with such transportation, to assume all costs, expenses, and liabilities involving or arising out of maintenance, repair, or operation of equipment, including but not limited to, labor, fuel, supplies, insurance, and accidents. CARRIER shall be responsible for providing workers compensation coverage or equivalent insurance coverage for its employees. CARRIER further agrees at all times to save and hold BROKER-SHIPPER harmless from and all such costs, expenses or liabilities.

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6. CARRIER must provide Packard Logistics, LLC with certificate of insurance naming Packard Logistics, Inc certificate holder and additional insured. With limits of \$1,000,000.00 Automobile Liability, \$1,000,000.00 General Liability, and \$150,000.00 cargo insurance.
7. All commodities moving under the terms of this AGREEMENT shall be transported by CARRIER and paid for by BROKER-SHIPPER after completion of each shipment. "Completion of each shipment" means the performance in full by CARRIER of its obligation to make timely pickup and delivery of each shipment and includes the submission by CARRIER to BROKER-SHIPPER of an original receipted shipping document showing proof of delivery of each shipment. Further, submission of original documentation to BROKER-SHIPPER is required within 45 days of delivery date, otherwise CARRIER will forfeit payment. The amount of compensation to be paid by SHIPPER to CARRIER for each shipment moving under the terms of the AGREEMENT shall be negotiated by the parties and (a) specified in Appendix A, attached hereto and made a part hereof or (b) agreed to orally by CARRIER and SHIPPER. BROKER-SHIPPER will not pay any accessorial charges to CARRIER unless pre-approved by customer. Oral agreements and changes to Appendix A will be confirmed by FAX or other document, signed by both BROKER-SHIPPER and CARRIER, and incorporated into this AGREEMENT as an amendment, said amendment to be in place before the transportation begins. Because the transportation performed by CARRIER under terms of this AGREEMENT is as a contract motor carrier for BROKER-SHIPPER (acting in the capacity of a contract shipper). CARRIER agrees that its freight charges shall be billed and collected only in the manner described immediately above; and CARRIER specifically waives and right it may otherwise claim to have to bill on a direct basis to the actual shipper, consignor, or consignee for freight charges. It is further understood that the compensation paid by the BROKER-SHIPPER to CARRIER under the provisions of this paragraph may be withheld by BROKER-SHIPPER, in whole or in part, as a contingency for the payment of valid loss or damage claims arising out of the particular shipment being settled, or from any prior shipment moving under the provisions of this AGREEMENT, said contingency amount to be remitted to CARRIER only after BROKER-SHIPPER receives payment for freight charges and brokerage services, as well as notice of satisfactory settlement of the claims, from the actual shipper, consignor, or consignee for the property claimed to be lost or damaged. BROKER-SHIPPER shall also deduct from the remittance to CARRIER any advances to, or payments of any kind made on behalf of, CARRIER.

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8. For shipping and convenience purposes, a uniform bill of lading may be used for individual shipments; but any reference in such bill of lading to the shipment being subject to rates, rules, or any other provisions in CARRIER'S tariffs or Classifications is of no purport, and CARRIER's tariffs and Classifications, if any, have no application for the traffic moving under this AGREEMENT. Any terms and conditions of the uniform bill of lading which are in conflict with the any terms of this AGREEMENT, including the compensation and billing procedures as provided in paragraph 6 herein, are inapplicable and this AGREEMENT shall prevail.
9. Although BROKER is the contract shipper, CARRIER shall be liable directly to the actual shipper, consignor, or consignee for all loss or damage to any property caused by transportation performed under this AGREEMENT, subject to this liability being limited only when a released or declared value (but only when less than actual value) is shown by the actual shipper on the bill of lading or other shipping receipt provided to CARRIER at the time of shipment. CARRIER's liability shall begin at the time cargo is loaded upon CARRIER'S equipment at point of origin and continue until said cargo is delivered to the designated consignee at destination. A claim for loss or damage filed by the actual shipper, consignor, or consignee but presented to BROKER shall be forwarded to CARRIER for processing.
10. CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of BROKER where the CARRIER transports traffic, or is made aware of such traffic, as a result of BROKER'S efforts. CARRIER further agrees this non-solicitation clause extends to one year after termination of this AGREEMENT.
11. If any provision of this AGREEMENT is determined to be unlawful or unenforceable by judicial determination or otherwise, the remainder of the AGREEMENT shall remain in full force and effect.
12. This AGREEMENT shall expire one year after the effective date hereof, but the parties hereto agree to extend this AGREEMENT for yearly periods thereafter, subject to the right of cancellation by either party at any time upon thirty days' prior written notice to the other party.

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13. This AGREEMENT shall be governed by the laws of the United States and the State of Illinois both as to interpretation and performance. This AGREEMENT shall be deemed to have been executed, delivered and accepted in the State of Illinois and shall be construed pursuant to and in accordance with the laws of the State of Illinois. Any suit brought by a party hereto against the other to enforce the terms of the AGREEMENT shall be brought in the Circuit Court of the Twelfth Judicial Circuit of Will County, Illinois. In the event of any dispute or litigation arising out of or relating to the meaning, interpretation, or breach hereof, or compliance or non-compliance with the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and costs to be paid by the losing party.
14. This AGREEMENT shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that the CARRIER shall not assign this AGREEMENT or any rights hereunder without prior written consent of the BROKER-SHIPPER.
15. THIS AGREEMENT has been signed by the parties hereto on the date shown below and is effective on that date, or if different signature dates appear, on the later of the two dates.



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BROKER-SHIPPER: PACKARD LOGISTICS, LLC

BY: _____
(Signature)

BY: _____
(Print Name) (Title)

DATE _____

CARRIER:

BY: _____
(Signature)

BY: _____
(Printed Name) (Title)

DATE: _____

MAILING ADDRESS: _____

CITY, STATE & ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

FEDERAL I.D. NUMBER _____

EMAIL ADDRESS _____

To ensure prompt payment the driver and/or dispatcher must make a telephone call to the brokerage department at 800-799-9008 when loaded.

Our fax number: 815-467-1208 or 800-670-4634

You must mail in:

1. Original customer bill of lading.
2. Signed delivery receipt.
3. Freight invoice.

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To Our Preferred Carriers:

Please take a moment to fill out the below questionnaire in order for us to help serve you better:

1. What type of freight do you generally haul? _____

2. Do you have any regular freight lanes we can look for loads for your trucks in? _____

3. How many trucks do you have? _____
4. What type of trailers do you have? _____
5. Do you have ramps? _____
6. Do you have tarps? _____
7. Do you have any other specialty equipment that may help us load your equipment? _____

8. Would you like to receive an e-mail of our available loads? _____
9. If yes, what is your e-mail address? _____
10. Are you a C-TPAT Certified Carrier? YES _____ NO _____

Please include a copy of your C-TPAT Certificate with your carrier packet.



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11. If you are NOT a C-TPAT Certified Carrier are you currently working on becoming a C-TPAT Certified Carrier? YES_____ NO_____
12. Do your drivers carry a TWIC card? YES_____ NO_____
13. Are your drivers in compliance with DOT Regulations 49CFR Section 40.25, 382.405, and 382.413? YES_____ NO_____
14. Is your company a Minority Owned Business? YES_____ NO_____

Please include a copy of your Minority Owned Business Certificate with your carrier packet.

Carrier Name_____

Carrier DOT#_____

Authorized Representative Signature_____

Date_____

Please fax back to 815-467-1208 or 800-670-4634

Find, Freight, Fast visit www.packardlogistics.com

Call us at 800-799-9008 for all your freight needs.



CREDIT REFERENCES

Alberto Hernandez
DBA Axcel Transport
10400 San Simeon Ln
Ft Worth, TX 76179
(562) 453-3360

JT Wein Inc
P O Box 1120
Opelousas, LA 70571
(337) 948-3939

Large Car Little Car, Inc
P O Box 1484
Bald Knob, AR 72010
(501) 724-2244

Southern Truck Lines SVCS, Inc
P O Box 7354
Jackson, MS 39282
(601) 260-1611

Minarich Graphics & Supplies
1920 Donmaur Dr
Joliet, IL 60435
(815) 725-3500 ATTN: Bill Minarich

First Community Bank
2769 Black Rd
Joliet, IL 60435
(815) 725-0123



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Dear Valued Carrier:

As a preferred carrier, Packard Logistics is pleased to offer you NEXT DAY PAY.

For 2.5%, Packard Logistics will pay you via COMDATA within 24 hours upon receipt of original paperwork.

In addition, Packard pays the \$1.00 load fee and provides 1 FREE draw to your funds. Your company can choose to issue a check, use the card at any ATM machine or use the card at any location that accepts Maestro, less applicable fees.

To take advantage of this NEXT DAY PAY option, please sign and fax back this letter acknowledging your participation. For your convenience, enclosed is a COMDATA Welcome kit and card. After sending us the information below, please call us to activate your card. For more information about COMDATA visit www.comdata.com.

Packard Logistics looks forward to continuing to provide you with superior brokerage services. Be sure to call us at 800-799-9008 or visit www.packardlogistics.com so we can help you make your next trip a profitable one!

REQUEST TO PARTICIPATE IN NEXT DAY PAY VIA COMDATA

___ I have read the above and would like to participate in the NEXT DAY PAY offering via COMDATA.

Name of Carrier: _____

MC# _____ **DOT#** _____

Print Name of Authorized Cardholder: _____

Signature of Authorized Cardholder: _____

Date: _____ **City, State, ZIP** _____

COMDATA Card Number: _____

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