



## Advantage Logistics LLC Carrier Broker Agreement

1410 Moose Pass, Festus, MO 63028/ Office 888.238.5642 / [www.advlogs.com](http://www.advlogs.com)

This agreement is made as of the date below, by and between Advantage Logistics LLC and the undersigned company ("Carrier"). Carrier therefore agrees as follows:

### 1. Freight Inspection, Loss, Damage

- a. In order to limit claims, it is critical that vehicles be thoroughly inspected and pre-existing damages are properly documented and signed at the origin location.
- b. When picking up from an auction, all damage must be marked on the gate pass prior to taking possession of the vehicle. Carrier is responsible for any damage not marked on the gate pass, regardless of what is on the bill of lading, subject to the provision in 1c immediately below.
- c. When picking up vehicles from locations that will not sign a bill of lading (BOL) and will not accept and retain original gate passes, a photo of the BOL or gate pass that clearly shows the auction guard shack, auction building, or dealership building in the background is required. This photo is the only documentation showing the location in which damages were noted so it is critical to prove the legitimacy of the BOL or gate pass documentation with any pre-existing damages.
- d. If Carrier chooses to use a car-puller or other third-party assistant, Carrier retains sole responsibility to ensure pre-existing damages were properly documented on the gate pass and photos were taken inside the auction gate.
- e. Only straps are permitted to secure a vehicle. No chains are allowed.
- f. Vehicle conditions are subject to inspection 3 business days after signed delivery.
- g. When a vehicle is delivered after hours, the inspection period begins on the next business day.
- h. The carrier is solely responsible for any damage. To assist our clients and carriers, Advantage Logistics LLC will make reasonable effort to facilitate resolution of our client's damage claim against a carrier. Under no circumstance does Advantage Logistics LLC assume liability for any damage or claim.
- i. Damages will be deducted from load payments up to the amount of the damage or estimate.
- j. Advantage Logistics LLC shall submit to Carrier written notice of any cargo claim, including loss or expense resulting from Carrier's delay in providing service, within 3 business days of being notified of the claim by Advantage Logistics LLC's client. The filing, processing and disposition of all cargo claims shall be governed by 49 CFR 1005, et seq. The parties agree that the federal common carrier laws of liability shall apply to all shipments being transported.

### 2. Insurance

- a. Carrier agrees to maintain in force such authority and insurance as required by the Department of Transportation and this agreement. In addition, carrier shall maintain no less than minimum coverage as follows:
- b. Automobile Liability: \$1,000,000.
- c. Cargo Coverage: May vary depending on maximum number of units the carrier may haul in one load
  - i. Up to a 3-unit hauler: Minimum \$100,000
  - ii. Up to a 5-unit hauler: minimum \$150,000
  - iii. 6-unit hauler or larger: Minimum \$250,000
- d. Additional Insured Endorsement to policies is required. Advantage Logistics LLC must be listed as an Additional Insured on Carrier's insurance policy. The cargo loss and damage policies shall not contain any exclusions or restrictions of any type that would prevent or exclude coverage for any cargo or shipments tendered to Carrier under this agreement. Further, all insurance coverage provided under Carrier's policies shall be primary and non-contributory as to any insurance coverage provided by Advantage Logistics LLC and/or its client.
- e. If Carrier fails to maintain proper insurance coverage as stated in this document, the owner(s) of Carrier accept personal liability and fully guarantee any claims not paid by Carrier's insurance company.
- f. If a claim is paid by Carrier's insurance company, Carrier is responsible for paying Advantage Logistics LLC for any deductible amount or other charge not covered by Carrier's insurance company, but for which payment was made to Advantage Logistics LLC's client to resolve the claim.
- g. Any payment made to Advantage Logistics LLC's client to satisfy client of a claimed loss shall not be interpreted as Advantage Logistics LLC accepting any liability for the claim and such amount is due to be refunded to Advantage Logistics LLC by Carrier.

3. **Indemnity:** Carrier will defend, indemnify and hold Advantage Logistics LLC and its clients harmless from all fines, cost, claims and liabilities including reasonable attorney's fees and court cost, arising out of or in any way related to the performance or breach of this agreement by Carrier, its employees or independent contractors working for Carrier, including but not limited to claims for personal injury, including death, property damage and cargo loss, or damage arising out of or related to the possession, use, custody, maintenance or operation of the equipment. Carrier's indemnification under this section shall apply to any portion of such claim attributable to the negligent conduct of Advantage Logistics LLC.



#### **4. Payment**

- a. Standard default payment is 15 business days after receipt of a complete signed bill of lading (BOL) to the specified email address. Business days end at 5:00 pm Central time and do not include weekends or holidays.
- b. Payment terms may change from time to time. The specific order will reflect the current terms.
- c. QuickPay is offered for a fee of 5% of the agreed rate for the specific load. QuickPay is 2 business days after receipt of signed BOL. This option may not be available on all loads or at all times.
- d. Payment will be made by either an e-check sent to the email address provided, or a paper check sent via U.S. Postal Service, determined at the discretion of Advantage Logistics LLC.
- e. Carrier agrees to provide a current calendar year W-9 before payment will be made. Payments will be sent no later than the date due as long as current W-9 has been received.
- f. All BOLs must be emailed to [accounting@advlogs.com](mailto:accounting@advlogs.com) within 10 calendar days of delivery in order to receive payment. If BOL is not received within 10 calendar days of delivery, Carrier forfeits payment for services rendered.
- g. Carrier will be notified if the email address changes and agrees to the replacement email address for all loads.
- h. Required information for payment includes:
  - i. Pickup location and date
  - ii. Delivery location and date
  - iii. Full vehicle identification numbers (VIN) and vehicle year/make/model(s)
  - iv. Completed and properly signed Vehicle Condition Report with a legibly printed name for each signature.

#### **5. Equipment, Brokering and Assignment**

- a. Carrier agrees to transport all shipments on its own equipment operating under its own DOT authority without delay.
- b. The agreement does not grant Carrier any exclusive right to perform services for Advantage Logistics LLC or its client.
- c. Carrier agrees that it will not broker, re-broker, double-broker, co-broker, sub-contract, interline, assign, or in any way tender freight that Advantage Logistics LLC has tendered to Carrier to any other provider operating under a different DOT number than Carrier. For any load in which Carrier violates this provision, Carrier accepts sole liability to pay the transportation provider, Carrier forfeits its right to receive payment, and Carrier further indemnifies Advantage Logistics LLC and its client from any liability to pay Carrier or the transportation provider that performed the services.

#### **6. Transport, Call Ahead, Notifications and Dry Run**

- a. Carrier must call pickup location at least 24-hours in advance to confirm availability of the specific vehicles, inquire for hours available and any other requirements.
- b. Carrier must immediately notify Advantage Logistics LLC upon learning of an issue that may delay any unit. Advantage Logistics LLC requires reasonable time to resolve the issue, substitute another vehicle, or make other arrangements.
- c. All notifications must be emailed to [dispatch@advlogs.com](mailto:dispatch@advlogs.com) or texted to 888-238-5642.
- d. All provisions above must be fulfilled or no dry run fee will be paid.
- e. Any vehicle(s) left behind without proper advanced notice to Advantage Logistics LLC and sufficient opportunity to resolve the issue or substitute a vehicle will be deducted from load pay at a rate proportional to the total pay plus a 50% penalty for improper, insufficient, or late notification.
- f. When Carrier properly notifies Advantage Logistics LLC of unavailable units, those units will be subtracted from load pay at the average rate, without penalty.
- g. If Carrier will be delayed or unable to deliver the load in full by the exact estimated delivery date stated on the dispatch document (note: this is not the date within 2 days of the estimated delivery date), Carrier must notify Advantage Logistics LLC immediately upon learning of the possible lateness. Failure to notify Advantage Logistics LLC immediately may result in a deduction of \$50/vehicle/day or 10%/day of the original load price, whichever is greater, regardless of whether the issue is caused by mechanical failure, scheduling, load fit, load availability, DOT, weather, traffic, or anything else that may cause a late delivery. Properly notified late pick-ups and deliveries are limited to a charge of \$35/day/vehicle unless otherwise noted on the dispatch document.
- h. All communication must go directly to Advantage Logistics LLC, not to Advantage Logistics LLC's client.
- i. Driver is required to check call daily by 10:00 AM. If not, \$50.00 will be charged.
- j. It is the driver's responsibility to ensure that the load is safe, secure and legal for transport.
- k. All trailers must be clean and properly maintained.

#### **7. Non-Solicitation**

- a. Carrier agrees to not engage in a direct business transaction with any client (by Carrier itself or through a subsidiary, affiliate, associate, or company related to Carrier, or providing information to the same) for which Advantage Logistics LLC has contracted Carrier to perform services for the client within the past 24 months.
- b. This provision shall not apply if Carrier had a previous business relationship with the client. For the purpose of this provision, a previous business relationship is defined as follows: Carrier directly contracted with the client (not through



a broker or other intermediary) to perform the same type of service within the 12-month period immediately before Advantage Logistics LLC first contracted Carrier to perform services for the client and that service was not in violation of any provision of this agreement or the client agreement.

- c. If Carrier engages in a business transaction prohibited above, Carrier agrees to pay Advantage Logistics a 20% fee on the revenue of each service provided to the client for the remainder of the 24-month period starting when Advantage Logistics LLC last contracted Carrier to perform services related to the client and retroactively to the first violation. This is in addition to any other penalties under this agreement or penalties paid by any other party. Carrier further agrees to provide Advantage Logistics LLC with all documentation requested to verify such transportation revenue.
- d. Carrier maintains liable under this provision regardless of which party initiated the transaction(s).
- e. Carrier agrees that any pricing information left with an Advantage Logistics LLC client, its representative, an origin location, or a destination location, whether in writing or verbally, intentionally or unintentionally, by a driver, dispatcher, sales person, or any other agent of Carrier or its subsidiary, affiliate, associate or related company shall result in non-payment for the load and may be a violation of the non-solicitation provision of this agreement.

#### **8. Supersedes and Controls Other Agreements**

- a. This Agreement and the attachments hereto constitute the entire agreement and understanding between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements, negotiations, understandings, or contracts, either oral or written, between the parties with respect to the subject matter hereof. It also expressly prohibits any exclusion or limitation of Advantage Logistics LLC's rights or its clients' rights by any BOL or other carrier document, including coverage of certain claims or damages.
- b. In the event of any conflict between the terms of this Agreement and the terms of any bill of lading or other Carrier document or policy, the terms of this Agreement shall control, regardless of when signed and until this document is cancelled or revised to acknowledge such terms.
- c. Terms of a specific order will supersede these terms only when in direct conflict. Lack of terms on an order shall not be interpreted as superseding this agreement or the term of this agreement not applying.
- d. A signature on a bill of lading shall be interpreted as acknowledging a delivery, but not attesting to the condition, accuracy, or completeness of the shipment, and not as agreeing to any terms written on the bill of lading.

#### **9. Agreement Duration and Termination**

- a. The term of this agreement shall be for (1) year and shall automatically renew successively in (1) year increments.
- b. This agreement may be terminated by either party at any time by giving (30) days prior written (email) notice.
- c. Notice of termination to Advantage Logistics LLC must be provided to both of the following email addresses: jessary@advlogs.com; dispatch@advlogs.com.
- d. Notice of termination to Carrier must be provided to the email address set forth below as the Primary Contact Person Email Address. If no email address is set forth below, or the address is incorrect or not working, Carrier agrees notice of termination may be sent to any email address Carrier has used to correspond with Advantage Logistics LLC.
- e. No termination of this agreement shall relieve any party hereto from any obligations or liabilities incurred thereunder before the time of such termination, including, without limitation, Carrier's obligation for payment of any damage and fees incurred as set forth in this agreement and Carrier's obligation to not engage in a direct business transaction (by Carrier itself or through a subsidiary, affiliate, associate, or company related to Carrier, or providing information to the same) with any client that Advantage Logistics LLC contracted Carrier to provide services related to client.

- 10. Amendments to this Agreement:** Advantage Logistics LLC may from time to time amend this agreement. Such changes shall be effective when they are posted on our website or emailed to Carrier. Carrier agrees to review the agreement prior to accepting any shipment. Acceptance of a shipment after posting of any changes indicates agreement to the changes.

#### **11. Disputes**

- a. Any and all actions or proceedings shall be tried and litigated exclusively in the state and federal courts located in the County of St. Louis, State of Missouri, or the City of St. Louis, State of Missouri and those courts shall have in personam jurisdiction and venue over Carrier for the purpose of litigating any dispute, controversy or proceeding arising out of or related to any service provided by/or to Advantage Logistics LLC.
- b. Any right to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought is hereby waived.
- c. This agreement shall be governed by the laws of the State of Missouri, except that any provisions applicable to indemnity or liability for personal injury or property damage shall be governed by the law of the state in which the incident occurred.
- d. Carrier agrees to accept service of process sufficient for personal jurisdiction by registered or certified mail, to the address set forth below or its registered principle place of business.
- e. Carrier agrees and promises to pay any and all charges incurred to enforce this agreement, finance charges, late fees, and all cost incurred in the collection of the same, including but not limited to, reasonable attorney fees.



**12. Severability:** If any provision or portion of a provision of this agreement is held invalid by a court of competent jurisdiction or pursuant to binding arbitration, such portion of the provision shall be severed from this agreement, and to the extent possible, this agreement shall continue with regard to the remaining provisions and portions of provisions.

**13. Authority to Sign:** Each individual signing this agreement directly and expressly warrants that he or she has been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated he or she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to each and every provision contained herein and as stated herein.

If I choose to submit this contract by electronic means, I understand that this submission has the same legal effect and can be enforced in the same way as a written signature. Typing my name in the signature section below represents my intention to sign and to enter into this agreement.

Carrier Name AAC Transport LLC

Signature A. Tulburi

Date 9/15/2020

Print Alexandru Tulburi

Title owner



## Carrier Profile

Carrier Name AAC Transport LLC

Address 600 Pass Rd

City Gulfport State MS Zip 39501

Carrier MC # 844147 DOT # 2446221 SCAC (optional) \_\_\_\_\_

Do you use paper logs or electronic logs? Paper \_\_\_\_\_ Electronic ✓

Primary Contact Person & Position Alexandru Tulburi

Phone 228 383 1487 Email aac\_transport@yahoo.com

Alternate Contact Person & Position DJ

Phone 228 206 9538 Email aac\_transport@yahoo.com

Person to Receive Payments Alexandru Tulburi

Phone 228 383 1487 Email aac\_transport@yahoo.com

### How many trucks do you run of each equipment size and what lanes do they run?

1-2 car haulers \_\_\_\_\_ Qty with winch \_\_\_\_\_ Preferred Lanes \_\_\_\_\_

3-4 car haulers \_\_\_\_\_ Qty with winch \_\_\_\_\_ Preferred Lanes \_\_\_\_\_

5-6 car haulers \_\_\_\_\_ Qty with winch \_\_\_\_\_ Preferred Lanes \_\_\_\_\_

7-8 car haulers \_\_\_\_\_ Qty with winch \_\_\_\_\_ Preferred Lanes \_\_\_\_\_

9-10 car haulers 2 Qty with winch 0 Preferred Lanes 48 states

Other notes about lanes \_\_\_\_\_