



Maverick Logistics, LLC

Maverick Logistics, LLC is committed to building strong carrier relationships. In an effort to better serve our carriers; please take the time to fill in as much information as possible so we may better serve you in the future. For a list of available loads go to [www.mavericklogisticsllc.com](http://www.mavericklogisticsllc.com) and click on "brokerage loads" tab.

Return Fax: 501-955-4998

Carrier: \_\_\_\_\_

Email: \_\_\_\_\_

Equipment (Please indicate the number of each in your fleet):

Flatbed: \_\_\_\_ Step deck: \_\_\_\_ RGN: \_\_\_\_ Van: \_\_\_\_ Other: \_\_\_\_

Preferred Lanes:

From: \_\_\_\_\_, \_\_\_\_ To \_\_\_\_\_, \_\_\_\_  
City St

From: \_\_\_\_\_, \_\_\_\_ To \_\_\_\_\_, \_\_\_\_  
City St

From: \_\_\_\_\_, \_\_\_\_ To \_\_\_\_\_, \_\_\_\_  
City St

Comments:

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

(Office use only) Code:

## TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on \_\_\_\_\_(DATE) by and between Maverick Logistics, LLC, an Arkansas limited liability company (“MAVERICK LOGISTICS”) and \_\_\_\_\_(“CARRIER”).

### **Section I. Recitals**

MAVERICK LOGISTICS is a logistics company and licensed broker of property under MC No. 553531 that arranges the transportation of freight for its customers (“Customers”);

CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce in the United States and Canada and is qualified, competent and available to provide for the transportation services required by MAVERICK LOGISTICS and its Customers.

### **Section II. Agreement**

**TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated by either party at any time by giving thirty (30) days prior written notice.

**CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract Carrier, the transportation services contemplated herein. CARRIER agrees to comply with all federal, state, provincial and local laws regarding the provision of the transportation services contemplated under this Agreement. CARRIER shall not have a “Conditional” or “Unsatisfactory” safety rating from the Federal Motor Carrier Safety Administration (“FMCSA”) at any time throughout the Term of this Agreement. In the event that CARRIER’s safety rating shall change to “Conditional” or “Unsatisfactory”, or if it receives notice from the FMCSA that the safety rating will be changed, CARRIER shall give written notice to MAVERICK LOGISTICS immediately when it becomes aware of such change or receives notice from the FMCSA, whichever is first. Upon MAVERICK LOGISTICS’ request, CARRIER shall provide MAVERICK LOGISTICS with copies of its licenses and permits.

**PERFORMANCE OF SERVICES.** CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to MAVERICK LOGISTICS by CARRIER. CARRIER agrees and acknowledges that MAVERICK LOGISTICS’ Customers’ products have special requirements and may be subject to special regulations, such as load securement. CARRIER agrees to comply with all state, local, provincial and federal regulations. This Agreement shall cover all shipments tendered by MAVERICK LOGISTICS to CARRIER directly and any shipments tendered by a Customer or any third party where MAVERICK LOGISTICS is designated as the party responsible for payment of charges and shall supercede any terms, conditions, bills of

lading, agreement, or tariffs issued by CARRIER. However, this Agreement does not grant CARRIER an exclusive right to perform the transportation-related services for MAVERICK LOGISTICS or its Customers.

**RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading, or such other bill of lading form expressly approved by MAVERICK LOGISTICS, naming CARRIER as the transporting Carrier. However, any such failure to name CARRIER as transporting carrier shall not affect any of CARRIER's obligations and responsibilities under this Agreement. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by MAVERICK LOGISTICS or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify MAVERICK LOGISTICS immediately of any exception made on the bill of lading or delivery receipt.

**CARRIER OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel, shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state, provincial and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

Notwithstanding the above provisions, CARRIER agrees that MAVERICK LOGISTICS shall have the right, in MAVERICK Logistics' sole discretion, to communicate directly with Carrier's drivers, convey Customers' shipment information and to dispatch CARRIER's drivers as necessary to meet Customers' expectations. However, MAVERICK LOGISTICS shall have no right or obligation to manage, supervise or otherwise control or discipline CARRIER's drivers. In the event that there is a service issue or other problems that arises with regard to the provision of driver services hereunder, MAVERICK LOGISTICS shall communicate such issues to CARRIER and CARRIER shall, in its sole discretion, take steps to resolve the issues, including any discipline involving the driver.

**INDEMNITY.** CARRIER shall defend, indemnify, and hold MAVERICK LOGISTICS harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of CARRIER's performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage, workers' compensation, unemployment, payroll or other taxes related to claims of employment and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will

not apply to any portion of such claim attributable to the negligence of MAVERICK LOGISTICS.

**INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

Automobile Liability insurance with a reputable and financial responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence and also naming MAVERICK LOGISTICS as additional insured. MAVERICK LOGISTICS may, in its sole discretion, accept automobile insurance coverage limits of at least \$750,000 per occurrence.

Comprehensive General Liability insurance with a reputable and financial responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. MAVERICK LOGISTICS may, in its sole discretion, waive or lower the amount of General Liability insurance coverage required herein.

All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name MAVERICK LOGISTICS as a loss payee and provide coverage for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims, including but not limited exclusions for dampness, rust, oxidation or other conditions resulting from atmospheric conditions.

As required by applicable state law, workers' compensation insurance covering CARRIER's employees, its owner operators and their employees performing services under this Agreement.

CARRIER shall furnish to MAVERICK LOGISTICS written certificates and endorsements showing MAVERICK LOGISTICS named as an additional insured or loss payee if required above, obtained from the insurance provider showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to MAVERICK LOGISTICS at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide MAVERICK LOGISTICS with copies of the applicable insurance policies. However, MAVERICK LOGISTICS does not assume any obligation, nor is it responsible, to any third party for any waiver or failure to require CARRIER to maintain such insurance coverages.

**FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common Carrier (i.e. Carmack Amendment liability under 49 U.S.C. Section 14706) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to MAVERICK LOGISTICS, its customer's full actual loss for the kind and quantity of commodities so

lost, delayed, damaged or destroyed and any costs to dispose of damaged product. To the extent that any reasonable salvage value remains in the damaged shipment after all names, trademarks, logos, and other identifying marking are removed, and where CARRIER has already paid claimant the full value of the shipment or damaged portion thereof, CARRIER may request transfer of the salvage from claimant. Cargo claims shall be investigated and settled in accordance with the regulations codified at 49C.F.R.370.

Claims for loss, delay or damage to cargo shall be filed with the CARRIER within nine (9) months after delivery of the goods, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Any action at law against CARRIER for such loss or damage shall be instituted within two (2) years and one day from the date of receipt of CARRIER's written disallowance of such claim.

CARRIER shall acknowledge to claimant, in writing, receipt of any loss/damage claim within thirty (30) days of receipt of claim. CARRIER must settle all claims within sixty (60) days of receipt. If claims are not settled within the sixty (60) day settlement period, MAVERICK LOGISTICS or its customers can, upon written notice to CARRIER, offset the unresolved claims against any outstanding amounts due CARRIER.

**WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of Customers on account of any dispute as to rates or any alleged failure of MAVERICK LOGISTICS to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of MAVERICK LOGISTICS and hereby waives and releases all liens which CARRIER might otherwise have to any goods of MAVERICK LOGISTICS or its Customers in the possession or control of CARRIER.

### **PAYMENTS.**

- a) CARRIER will bill the charges for transportation service to MAVERICK LOGISTICS and shall provide MAVERICK LOGISTICS with the signed Bill of Lading, delivery receipt and/or other proof of delivery along with freight bill. MAVERICK LOGISTICS agrees that it will pay such freight bills within thirty (30) days of receipt, however, if customer of MAVERICK LOGISTICS fails to pay the charges due hereunder, MAVERICK LOGISTICS shall not be obligated to pay CARRIER any such charges. For the transportation services provided, MAVERICK LOGISTICS shall pay CARRIER in accordance with the rates set forth in Schedule A or as may be agreed to by the parties in writing in a rate confirmation form. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by MAVERICK LOGISTICS and collected by CARRIER shall be the agreed upon contract rate.
- b) MAVERICK LOGISTICS shall have sole responsibility for invoicing and collecting all transportation charges encompassed by this Transportation Contract and CARRIER acknowledges and agrees that such transportation charges, vis-à-vis CARRIER, are the sole property of MAVERICK LOGISTICS and CARRIER shall have neither a direct nor indirect ownership of or be entitled to, under any legal theory (including trust fund or unjust enrichment), MAVERICK Logistics' transportation charges to its Customers and the resulting accounts receivables. CARRIER agrees not to pursue payment, either directly or indirectly, from MAVERICK Logistics' customers without the prior written consent of

MAVERICK LOGISTICS.

**SUB-CONTRACT OR CO-BROKER PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by MAVERICK LOGISTICS shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, co-broker or in any other form arrange for the freight to be transported by a third party without the prior written consent of MAVERICK LOGISTICS .

**BACK SOLICITATION.** During the term of this Agreement and within twelve (12) months after termination thereof, CARRIER shall not, directly or indirectly solicit, nor shall it accept and/or transport, any shipments of MAVERICK LOGISTICS, its consignors, consignees, or a customer of MAVERICK LOGISTICS where (a) the availability to such traffic first became known to CARRIER as a result of the efforts of MAVERICK LOGISTICS, or (b) the traffic of the MAVERICK LOGISTICS, Consignor, Consignee or Customer of MAVERICK LOGISTICS was first tendered to CARRIER by MAVERICK LOGISTICS. If CARRIER back solicits the above named customers of the MAVERICK LOGISTICS and obtains traffic from such customers during the term of this Agreement or within twelve (12) months after termination thereof, MAVERICK LOGISTICS shall be entitled to receive from the CARRIER a commission of ten percent (10%) of all revenue received for movement of the above mentioned traffic.

**NOTICE.** Any and all notices to be served under this Agreement shall be served by certified mail, return receipt requests, hand delivery or fax upon the following addresses or such address as either party may notify the other party, in writing:

**MAVERICK LOGISTICS**  
Maverick Transportation, LLC  
P.O. Box 16024  
Little Rock, AR 72231

**CARRIER**  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, without the other parties' prior written request and supersedes all other agreements and all tariffs, rates, classification and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

**SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

**WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. Section 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of MAVERICK LOGISTICS to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any MAVERICK Logistics' rights or privileges herein.

**LAW OF CONTRACT.** This Agreement shall be deemed to have been drawn in

accordance with the statutes and laws of the State of Arkansas and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**Maverick Logistics, LLC**  
P.O. Box 16024  
Little Rock, AR 72231

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
MC: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: Customer Service Representative Title: \_\_\_\_\_

PAGE 1

PAGE 2