



# TIME DEFINITE SERVICES

Cost Effective. Quality Driven

## Time Definite Services, Inc.

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Elgin, IL 60124

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MC 529236

### Transportation Brokerage Contract

This Contract between Time Definite Services, Inc. (referred to as "BROKER"), an Illinois corporation whose business is 1360 Madeline Lane Suite 300 Elgin, IL 60124, and \_\_\_\_\_ (Referred to as "CARRIER"), a(n) \_\_\_\_\_ corporation whose business address is \_\_\_\_\_ and whose Federal Employers Identification Number is \_\_\_\_\_.

It is understood that BROKER is in the business of selling, providing, or arranging for, transportation by motor carrier for compensation and that CARRIER is in the business of transporting goods from place to place by motor carrier.

CARRIER represents that it has the authorities, licenses, and equipment necessary to provide the services described in this Contract. Carrier holds authority from Federal Motor Carrier Safety Administration in No. MC- \_\_\_\_\_ and is registered with the United States Department of Transportation under USDOT Number \_\_\_\_\_.

BROKER represents that it has the authorities and licenses necessary to arrange for the services described in this Contract. BROKER holds authority from the Federal Motor Safety Administration in No. MC- 529236.

Under this contract, CARRIER will transport commodities arranged by BROKER from and to the points agreed on in this Contract subject to the terms and conditions in this contract. In consideration of the promises between them, BROKER and CARRIER agree as follows:

1. **SERVICES.** CARRIER agrees to transport commodities in Exhibit 1 to this Contract, at the prices stated in the Exhibit 1. Exhibit 1 may be amended from time to time by the mutual agreement of the parties, and as so amended, shall be incorporated into this Contract. No other rates, charges, or services shall apply to the services provided under this Contract unless specifically agreed to between BROKER and CARRIER, in writing, in advance.
2. **PAYMENT OF CHARGES.** BROKER agrees to issue CARRIER its charges within 30 business days of receipt of CARRIER'S invoice with bill of lading and any applicable receipts. Quick pay will be issued within 10 business days at a 5% charge.
3. **TERM.** The initial term of this Contract shall be for 1 year from the date following the first shipment CARRIER accepts on behalf of one of BROKER'S customers. This Contract will be renewed automatically for successive additional terms of 1 year each, unless either party gives the other party written notice of cancellation of the Contract at least 15 days prior to the last day of the then-current term. Notwithstanding anything else in this Contract BROKER or CARRIER may terminate this Contract at any time on 15 days' notice to the other party.
4. **INSURANCE.**
  - a. CARRIER shall maintain public liability and property damage insurance with limits of liability of at least 1,000,000.00 per incident on each vehicle used to perform its obligations under this Contract. CARRIER shall also maintain cargo insurance with limits of liability of at least 100,000.00 per incident on each vehicle used to perform its obligations under this Contract. CARRIER will provide all statutory workers compensation insurance. CARRIER will provide BROKER with certificates of insurance showing the coverage's required by this Contract. BROKER shall be named as additional insured under all such insurance, and all insurance policies shall provide for notice of cancellation to be given to BROKER at least 30 days prior to cancellation.
  - b. CARRIER also agrees that it will maintain in effect during each term of this Contract, the insurance coverage required by federal and state laws and regulations applicable to the service being performed and commodities being shipped by CARRIER for BROKER. CARRIER accepts primary responsibility for knowing and keeping current with respect to the federal and/or state laws and regulations that are applicable to the service CARRIER is performing for BROKER and the commodities. CARRIER is shipping for BROKER, and CARRIER shall provide such coverage as may be required by law, over and above the coverage's required by this Contract.

5. **OPERATION OF VEHICLES.** CARRIER further agrees that it will maintain and operate its vehicles and provide its service at all times in an efficient, safe, and lawful manner, and shall comply with all lawful orders, rules and regulations of any government agency with jurisdiction.

6. **BILL OF LADING: TRANSPORTATION DOCUMENTS.**

- a. CARRIER shall execute a bill of lading or receipt acceptable to BROKER and BROKER's customer upon acceptance of goods for transportation. The bill of lading or receipt shall be prima facie evidence of receipt of those goods in good order. Those documents shall show the actual consignor and consignee, and BROKER shall appear in the "BILL TO" section. CARRIER shall provide a completed bill of lading to BROKER accompanying the freight bill within fifteen days of the delivery of each shipment. Each bill of lading and freight bill shall contain the dispatch load numbers assigned to that shipment by BROKER at the time of dispatch.
- b. If there is any conflict between the terms of this Contract and any bill of lading or shipping document executed by CARRIER or BROKER, the terms of this Contract shall supersede and control any conflicting terms in that bill of lading or other document, even if that bill of lading or other document was executed after the execution of this Contract.

7. **REASONABLE DISPATCH.** CARRIER shall pick up and deliver shipments arranged by BROKER with reasonable dispatch, except as otherwise agreed to between CARRIER and BROKER.

8. **LIABILITY FOR LOSS AND DAMAGE CLAIMS.**

- a. CARRIER agrees to be liable for the full actual loss of or damage to goods which CARRIER transports by virtue of this Contract, and CARRIER shall reimburse BROKER and/or BROKER's customers for all loss of or damage to goods and any costs or fees (including interest charges and attorney's fees) which BROKER or its customers may incur in prosecuting any claim against CARRIER. CARRIER agrees to defend, identify and hold BROKER harmless from and against any and all loss, damage, fees (including attorney's fees) or injuries (including death) to the extent that such loss, damage, fees or injuries are caused or contributed to by the acts or omissions of CARRIER its employees, agents, contractors or subcontractors.
- b. Claims for loss or damage received by BROKER within 2 years following tender of shipment to CARRIER shall be deemed timely filed with CARRIER, provided BROKER tenders documentation it receives to CARRIER within 60 days of the date of the receipt of that claim.

- c. CARRIER shall promptly handle and attempt to resolve claims which are submitted either by BROKER or directly by a shipper or receiver for loss of or damage to any property transported by CARRIER. CARRIER shall comply with all rules concerning handling of claims in Title 49 of the Code of Federal Regulations.
9. **NON-SOLICITATION OF FREIGHT.** CARRIER agrees that it will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's effort, or (2) where the traffic of the shipper, consignor, consignee, or customer of the BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Contract and "back solicits" the BROKER's customers, and obtains traffic from such a customer, the BROKER, without further documentation, and for a period of 24 months after CARRIER has carried its last shipment on behalf of BROKER to this customer, is entitled to a commission from CARRIER of 25% of the gross transportation revenue billed by CARRIER on the movement of that traffic, not as penalty but as liquidated damages.
10. **LIMITATION ON SUBCONTRACTING.** CARRIER may not under any circumstances re-broker or subcontract the transportation of any shipments to any other person or entity. CARRIER shall be and remain fully responsible for each shipment tendered to it under this Contract. If CARRIER double-brokers, re-brokers, or subcontracts the transportation of any shipment to any other person or entity, CARRIER shall forfeit its right to payment for that shipment, and BROKER may, at its sole option, immediately terminate this Contract without further obligation to CARRIER.
11. **INDEMNITY.** CARRIER agrees to defend, indemnify and hold BROKER harmless from and against any and all loss, damage, injuries (including death), claims, liabilities, expenses, and fees (including attorney's fees) arising out of or in any way connected with the acts or omissions of CARRIER, its employees, agents, contractors or subcontractors.
12. **AMENDMENT.** This Contract may be amended only by a written instrument signed by the parties.
13. **PERFORMANCE.** The parties agree to this Contract by executing this Contract or by performance of any of the services stated in this Contract.
14. **WAIVER OF BREACH.** Waiver by either party to this Contract of a breach of any term of this Contract shall not be construed as a waiver of any subsequent breach of that term or as waiver of any other term of this Contract.

15. **INDEPENDENT CONTRACTOR.** CARRIER shall be an independent contractor, and BROKER shall not be considered the employer of CARRIER or any of CARRIER's drivers, helpers, agents or employees. CARRIER, as an independent contractor, shall determine the method, means and manner of performing all of its obligations under this Contract. CARRIER agrees to pay any and all social security, unemployment, workers compensation, income and other federal, state or local taxes and fees which may be assessed, demanded from, or levied against CARRIER and/or CARRIER's drivers, helpers, agents or employees, and CARRIER agrees to defend, indemnify and hold BROKER harmless from and against any assessment, levy or demand for payment of those taxes or assessments.

The parties witness this Contract by their signatures below.

\_\_\_\_\_  
("BROKER")

\_\_\_\_\_  
("CARRIER")

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**