SMITH & CO-2 LLC

Carrier-Broker Agreement Template

Review and complete before use | (775) 501-7132 | admin@smithcologistics.com

1. Purpose and scope

This template describes general terms under which Carrier may provide transportation services arranged by Broker. The parties should complete and review the agreement before use. Each shipment should be governed by an agreed written rate confirmation or other written load tender.

2. Independent contractor

Carrier operates as an independent contractor and retains control over its personnel, equipment, routing, and performance, subject to shipment requirements and applicable law.

3. Carrier obligations

- Maintain all operating authority, registrations, permits, licenses, and insurance required by law and by the written load confirmation.
- Use qualified drivers and safe, roadworthy equipment; comply with applicable transportation, safety, and hours-of-service laws.
- Provide timely pickup, transit, delivery, and exception updates, and promptly report delays, accidents, cargo loss, or damage.
- Obtain and retain bills of lading, proof of delivery, and other shipment records.
- Do not re-broker, subcontract, or transfer a shipment without Broker's prior written consent.

4. Rates and payment

The rate, accessorials, payment terms, and required paperwork for each shipment must be stated in the written rate confirmation. Carrier must submit accurate invoices and required supporting documents. Any payment timing, deductions, setoff, or factoring terms should be expressly agreed in writing and reviewed for compliance with applicable law.

5. Cargo claims and liability

Carrier's cargo liability, claim handling, notice requirements, and any limitations must be governed by applicable law and the parties' written agreements. Do not rely on this template as a substitute for reviewing the governing statutes, regulations, and insurance terms.

6. Insurance

Carrier must maintain the coverage and limits required by law and the agreed rate confirmation or contract. Carrier must provide current certificates and requested supporting documents. A certificate alone may not amend, extend, or alter policy coverage.

7. No waiver of legal requirements

Nothing in this template excuses either party from compliance with applicable federal or state law. If a provision conflicts with applicable law, the parties should obtain legal advice and revise the agreement.

8. Term and termination

Either party may terminate the ongoing relationship by written notice, subject to completing accepted shipments and resolving outstanding payment, claims, and recordkeeping obligations.

9. Disputes and governing law

Governing law, venue, dispute procedures, notices, and any arbitration or mediation terms should be filled in and reviewed by qualified transportation counsel before signing.

10. Signatures

BROKER: Smith & Co-2 LLC
By: _____ Title: _____
Signature: _____ Date: _____

CARRIER Legal Name: _____
By: _____ Title: _____
Signature: _____ Date: _____

Governing law / state (to be reviewed): _____

Return completed documents to admin@smithcologistics.com.

Privacy reminder: Do not send a Social Security number or tax identification number in an unsecured email. Use a secure delivery method when available.