



MC 540129      FMC 019990NF

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### **Vendor Compliance**

Joseph Muething  
(434) 220-3260 direct  
(434) 977-0912 fax

## **SET UP REQUIREMENTS**

Broker Profile Sheet	<b>(Complete and Return to TMO)</b>
W-9	<b>(Complete and Return to TMO)</b>
Freight Hauling and Communication Requirements	<b>(Complete and Return to TMO)</b>
TMO Broker-Broker Agreement	<b>(Complete and Return to TMO)</b>
Single State Registration (RS-3 form)	<b>(Submit to TMO)</b>
Interstate Commerce Authority (FMCSA or ICC)	<b>(Submit to TMO if applicable)</b>
Current proof of insurance	<b>(Have Sent to TMO by insurance)</b>
<ul style="list-style-type: none"><li>• TMO as certificate holder</li><li>• \$1,000,000 general liability</li><li>• \$100,000 truck cargo</li><li>• Worker's Compensation Insurance for carriers that employs drivers to operate company owned vehicles</li></ul>	

**Credit References**

Arrow Terminals, Inc.  
813-830-6000 (Tel)

Jowin Express  
800-817-0080

Pilot Intermodal, Inc.  
757-398-1665

Pioneer Transfer  
402-564-3299

## Broker Profile

This form must be filled completely and legibly.

Company Name (D.B.A): \_\_\_\_\_

MC Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Dispatch Contact Name: \_\_\_\_\_

Dispatch Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Payment should be submitted to the address above? Yes  No

**Payment Address if different than above:**

Attention: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Freight Hauling and Communication Requirements

1. Verbally accept the load.
2. Once in possession of the TMO Delivery Alert, acknowledge and accept all delivery instructions, make delivery appointment if required, and agreed lane rate by signing the delivery alert and returning to TMO via fax or e-mail.
3. Arrive at pick up location with proper equipment i.e. tarps, dunnage, straps, etc and documentation in order. Immediately contact TMO at (434) 220-3261 to resolve any issues at pick up or drop off locations.
4. Once loaded (tarp if required) and secure, place a loaded call to appropriate TMO dispatch location.
5. Safely and timely transport freight to destination indicated on the TMO Delivery Alert. Be on time for all delivery appointments. Immediately notify TMO dispatch at (434) 220-3261 should you be delayed in making a scheduled delivery appointment.
6. Immediately notify the TMO Transportation Coordinator who booked the load in the event of any damage to TMO freight as a result of motor vehicle accident or due to the loading or unloading of freight. Every effort will be made to quickly and satisfactorily resolve freight damage claims.
7. When possible please make an unloaded call to the appropriate TMO dispatch location.
8. Submit POD's and invoice as soon as possible upon successful completion of the load. Failure to submit POD will result in delayed payment.
9. Brokers accepting loads from TMO **must ensure that their carriers are able to load up to 48,000lbs** of freight. Carriers refusing loads at pick up location because they are unable to transport 48,000lbs will be assessed any and all unloading and restocking fees. The carrier is ultimately responsible for the safe transport and the legal distribution of the freight on a trailer. TMO will not be responsible for any over-axle weight fines. TMO will reimburse a carrier if a load is transported and a carrier is fined for being over the legal gross weight.

By signing and acknowledging the above, I state that I am an agent of the broker/carrier and have the appropriate decision making authority.

Signed: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

# **TMO GLOBAL LOGISTICS, LLC**

## **BROKER-BROKER AGREEMENT**

This broker-broker agreement ("agreement") is entered onto as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between: **TMO GLOBAL LOGISTICS, LLC** headquartered at **600 Peter Jefferson Parkway Suite 310 Charlottesville, VA 22911** [Herein after referred to as 'TMO'] and \_\_\_\_\_ with offices located at \_\_\_\_\_ [Herein after referred to as 'broker']. The motor transport carrier or sub-contractor [Herein after referred to as 'carrier'] is the trucking company contracted by the broker to perform services

### **Recital**

Whereas, TMO is engaged in the performance of freight brokerage services pursuant to authority granted by federal highway administration ("FHA") in docket # MC-540129, and whereas, TMO desires to arrange for broker to provide transportation services on behalf of TMO's customers, and whereas, broker is ready, willing and able to provide such services; now therefore, in consideration of the mutual covenants contained herein the parties agree as follows:

### **Terms and Conditions**

**1. Services to be performed.** TMO agrees to arrange for shipment on behalf of and as an agent for its customers and broker agrees to transport by motor vehicle from and to such points between which services may be required such quantities of authorized commodities as TMO's customers may require, subject to the availability of suitable equipment.

**2. Insurance.** Broker agrees to ensure that contracted carriers maintain \$100,000 cargo and \$1,000,000 general liability insurance in the least amounts required by the regulations of the FHA applicable to all carriers and such insurance coverage shall have no exclusions or restrictions that would not be accepted by the FHA in a filing under the requirements of 49 U.S.C. 13906. The contracted carrier shall cause its insurance carrier to provide to the Broker a certificate of insurance identifying the Broker as an insured party and describing the cargo and general liability coverage that broker has in effect and certifying that such a coverage will not be reduced, modified, or cancelled without thirty days prior written notice to the Broker. The contracted carrier is to submit to Broker 30 days prior to expiration date of policy, a certificate of insurance renewal. Failure to maintain insurance or to provide certificate of insurance renewal as directed above will be cause for the Broker to immediately cease to engage the carrier for services.

**3. Authority.** If broker holds federal dual authority assigned to it by the FHA (i.e. contract and common authority), broker agrees that the terms and conditions of this agreement are governed by broker's contract authority only.

**4. Rates and Payment.** TMO will transmit to broker, via facsimile or e-mail, a load confirmation sheet for each individual load that the carrier transports for TMO. This confirmation sheet will show the agreed amount for all charges associated with that particular movement. Any additional charges will have to be identified by the broker and agreed to in writing by TMO prior to invoicing. TMO's standard terms are net 30.

**5. Loss, Damage, and Delay.** Broker shall be solely liable to TMO's customer, and/or to TMO as the agent or assignee of a claim of TMO's customer, for loss, damage, or delay of a shipment transported by broker or sub-contractor/carrier under the terms of this agreement. Broker's liability shall begin at the time the shipment is loaded on the Broker's contracted carrier's equipment at origin, and continue until the shipment is delivered to the designate consignee at destination. Brokers' liability shall be for the full commercial value of the shipment, which shall be understood to mean the replacement cost of lost or damaged merchandise at the point at which carrier received the shipment.

**6. Limitation of Liability.** Neither party will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omissions is caused by: strikes, acts of god, war, accidents, civil disorders, or through compliance with legally constituted order of civil or military authorities.

**7. Claims.** Broker in accordance with the provisions of 49 CFR 370 will process all claims for loss, damage or delay. TMO requires that claims be satisfactorily resolved within 60 days from date of loss.

**8. Arbitration.** Parties involved shall resolve any dispute, controversy, or claim arising out of or relating to this contract, or a breach hereof. Any dispute, or claim not resolved by parties involved shall be finally resolved by arbitration in accordance with the then current rules for commercial arbitration of the American arbitration associate. Any and all arbitration proceedings shall be conducted in the State of Virginia. The provisions of the paragraph shall survive and bind all parties involved regardless of any termination of this contract, passage of time or otherwise.

**9. Independent Contractor Status.** The relationship of all parties involved shall, at all times be that of an independent contractor.

**10. Straight Bill of Lading.** TMO's Straight Bill of Lading or Delivery Alert is to be considered an extension this Broker-Broker Agreement.

**11. Effective Date and Termination.** This agreement is effective on date first written above, and shall remain in effect for a period of one year from such date. This agreement will auto-renew thereafter unless either party is notified in writing by registered U.S. Mail.

**12. Non-Solicitation.** Broker shall not solicit traffic from any shipper, consignor, consignee, or customer of broker where the availability of such traffic first became known to broker as a result of TMO's efforts, or where the traffic of the shipper, consignor, consignee, or customer of TMO was first tendered to the broker by TMO. If broker breaches this agreement and "back-solicits" TMO's customer(s), and obtains traffic from such customer(s), TMO is entitled, for a period of twelve months after such traffic begins to move to a commission from the broker of fifteen percent of the total transportation revenue received by broker on the movement(s) of the traffic.

**13. Broker Qualifications and Safety.** Broker states it is in compliance and shall remain in compliance with all statues and regulations applicable to all services to be provided under this agreement. Broker will annually review carrier's safety and fitness rating using data collected by the FMCSA SAFER system.

**14. Non-Exclusivity.** Nothing in this agreement is intended to require TMO to utilize only the services of broker or to require the broker to provide the services only to TMO.

**15. Confidentiality.** TMO and broker agree that the terms and provisions of this agreement are confidential and that they will not reveal any of its contents or any information concerning the services performed within this contract or as may be required by law.

**16. Indemnification.** Except for routine communications in the course of performance of this agreement that may derive from day to day operations any notices sent to parties involved in this agreement shall be in writing and delivered by facsimile, e-mail, certified mail or overnight courier. Notices transmitted by facsimile shall be deemed to be received as of the date and time of acknowledgment of receipt. Notices transmitted by certified mail or overnight courier shall be deemed received as of date and time signed for by recipient.

**Notices shall be addressed as follows:**

**If to TMO:**

TMO GLOBAL LOGISTICS, LLC  
600 Peter Jefferson Parkway  
Suite 310  
Charlottesville, VA 22911

**If to Broker:**

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

**17. Governing Law.** The laws of the state of Virginia shall govern this agreement.

**18. Amendment or Modification.** This agreement shall not be modified, amended or otherwise altered, in whole or part, except by a written notification signed by an authorized representative of each of the parties.

**19. Assignment.** No party involved shall assign this agreement or any of its respective rights or obligations under this agreement, without written consent from all parties involved in this agreement.

**20. Broker Conduct.** Broker shall operate in a manner considered ethical by industry peers and ensure that contracted carriers do the same. The broker is to understand that TMO does not accept gifts, rebates or other tokens of appreciation regardless of value as a means of securing business. Broker at no time shall engage in discussions or make offers of employment to TMO's employees or that of its clients.

**21. Supersedes.** This Broker-Broker Agreement is to supersede any existing agreement/contract entered into prior to the date noted in paragraph one of this document.

**In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers, of authorized representatives, on the date first written above.**

**TMO GLOBAL LOGISTICS, LLC** \_\_\_\_\_  
Printed Name and Date

\_\_\_\_\_  
Signature

**BROKER** \_\_\_\_\_  
Printed Name and Date

\_\_\_\_\_  
Signature