



Accelerated Logistics, LLC
Sub-Contractor Agreement

This agreement is entered into this _____ day of _____, between Accelerated Logistics, LLC. Hereinafter referred to as Contractor and _____ hereinafter referred to as Carrier (AKA Sub-Contractor). The terms and conditions shall be as follows:

WHEREAS, Contractor is a regulated transportation broker pursuant to authority issued by the Federal Highway Administration; and

WHEREAS, Contractor and Carrier are desirous of providing for the transportation by Carrier of freight primarily consisting of automobiles and light trucks originated and designated by Contractor;

NOW, THEREFORE, in view of the above and foregoing, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ALL LOADS REQUIRE THE FOLLOWING ITEMS TO BE COMPLETED PRIOR TO CARRIER RECEIVING PAYMENT:

1. All drivers are required to count and **verify all VIN Numbers** for the shipment before loading. Carrier accepts full responsibility for all costs associated with any vehicle that is transported in error due to Carrier's negligence of not confirming vehicle identification number (VIN). Before loading, the driver must notify Contractor, if any discrepancies are found. Contractor will not be responsible for any shortages, loss or damage to the shipments transported by Carrier, and Carrier's liability for cargo damage will be that of a common Carrier with no limits of liability applying. At delivery, Carrier agrees to have its drivers obtain a signed bill of landing or delivery receipt (**with clear date and the printed name of recipient**) from the consignee, and fax signed (with recipient's printed name) bills of landing to Contractor. Failure to do so may result in an additional twenty percent (20%) retention of the contracted load rate.
2. Carrier shall look only to Contractor, and not to the involved shipper, consignee or customer of Contractor for payment of Carrier's freight charges under this agreement. Contractor shall be entitled to deduct any loss, shortage or damage claim from any money including freight charges that may be owed to Carrier.
3. Carrier agrees to load and deliver all freight on or before the dates provided to the Contractor on Contractor's load request form; Carrier further agrees to accept financial responsibility for any cost(s) incurred due to late delivery, to include, but not limited to, rental car reimbursement. Penalties for delivery later than 24 hours will be ten percent (10%) rate reduction per day at the Contractor's discretion.
4. Carrier agrees to provide its driver's name and a working cell phone number and that the driver will communicate with Contractor on a daily basis from the time the freight is loaded until it is delivered. Failure to comply will result in a ten percent (10%) rate reduction.
5. Contractor requires that Carrier or its driver's contact Consignee 24 hours before delivery to arrange inspection and delivery during normal receiving hours. Carrier or its drivers shall report all delays on deliveries immediately to Contractor or pay an additional ten percent (10%) penalty.
6. By signing below, Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds liability insurance for at

least one million dollars (\$1,000,000.00). The Carrier further warrants that it has cargo damage insurance of the following requirements or more as necessary to adequately insure the cargo: **2, 3 or 4 car carrier, \$150,000.00; 6 or 7 car carrier, \$250,000.00; 8 or more car carrier, \$350,000.00**. As Carrier is responsible for damage to vehicles while in its care, custody or control, Motor Truck Cargo coverage with sufficient limits per tractor/trailer unit must be maintained at all times. The deductible per loss should be no greater than two thousand five hundred dollars (\$2,500.00). Even though Motor Truck Cargo insurance is required, Carrier is responsible for any and all damages to the freight. Carrier hereby acknowledges and agrees that in the event that high-value vehicles are being transported, the Contractor reserves the right to adjust these limits.

7. **Risk of Loss:** Carrier shall have the sole and exclusive care, custody and control of the freight from the time the freight is delivered to Carrier for transportation until delivered to the consignee accomplished by the Bill of Lading or other proof of delivery. Carrier assumes the liability of a common carrier for custody and **Carrier shall bear all risk of loss** with respect to the freight being transported by Carrier pursuant to this agreement. Carrier shall indicate on the delivery receipt any damages to freight transported by Carrier. Contractor will handle the claims with shippers and Carrier shall pay all claims and costs thereof within ten (10) days after notification of the amount of such claim by Contractor. Contractor will advise Carrier of shipper's loading requirements and cargo claim payment procedures and Carrier agrees to comply with those requirements and to honor claims filed with Contractor in accordance with this procedure. In case of severe damage to a vehicle bearing a brand or trademark, which in any way carries or implies that guarantee of the manufacturer, the manufacturer, exercising reasonable discretion, shall be the sole judge as to whether the vehicle is to be declared a "Total Loss". If the manufacturer is the owner of the vehicle, and the vehicle is declared a "Total Loss", such damaged vehicle shall not be sold or otherwise disposed of except by the manufacturer or with its consent. The manufacturer in some cases may also invoke a "loss of sale" penalty on "Total Loss" claims in addition to the cost of the vehicle. Carrier acknowledges and agrees that it shall be responsible for payment in full of all costs, expenses and penalties associated with a "Total Loss".
8. Carrier agrees to indemnify Contractor and hold Contractor harmless as follows: a) for loss of, or damage to Carrier's equipment; b) for loss resulting in injury, including death sustained by Carrier or by any employees of Carrier or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein including the payment by Carrier of any workmen's benefits, unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws by any state; c) for bodily injury, property damage, or cargo loss or damage including the defense of lawsuits therefrom arising out of the maintenance, use, or operation of the equipment utilized herein, and; d) for any loss or damage sustained by Contractor as a result of negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees. Carrier shall pay costs, expenses and attorney's fees that may be expended or incurred by Contractor in remedy or Contractor against the Carrier or in litigation brought against the Contractor because of any act of omission of Carrier under this agreement.
9. The relationship of Carrier and Contractor shall at all times be that of an independent contractor and that the parties agree that the drivers and helpers furnished by carrier for performing the services under the terms and conditions of this agreement are the employees or independent contractors of carrier and are not the employees of Contractor. The parties further agree that the Carrier is not an employee of Contractor, but is an independent Contractor.
10. **CARRIER MUST DELIVER ON A BILL OF LADING.** Bills of lading must include the following information unless otherwise instructed by Contractor: Year, Make, Model, last eight (8) of vehicle identification number (VIN), shipper's signature, date of pickup, Contractor's order number and expected delivery date. All billing invoices must include Contractor's order numbers.

11. Upon completion of loading, drivers are required to fax a Bill of Lading and inspection report to Contractor to fax number **(720) 200-3101**. If any damage is noted on a vehicle, it must be noted and signed for (as applicable before moving the vehicle from its location or the vehicle being removed from the auction, in this instance, note damage on the reverse side of gate pass).
12. Any damage noted by carrier needs to be reported to Contractor as soon as feasibly possible. Further, Carrier must advise Contractor if damage is transport related or was noted at time of pre-loading inspection. Delivery of all vehicles must be during normal operating hours unless otherwise authorized by Contractor. **All delivery receipts must have the printed name and signature of the receiving party as well as the date of delivery.** Carrier accepts any damage not signed for or noted sufficiently at the time of pickup. If Contractor authorizes an after hours delivery, vehicles will be delivered "Subject to Inspection" and Carrier accepts responsibility for any damages not properly documented at the time of pickup.
13. In the event of a "Collect on Delivery" (COD) load, checks are to be payable to 'Accelerated Services LLC', unless previously arranged by Contractor. If load is a "COD", Carrier will receive payment upon the receipt of required paperwork (exception transport damage which will be made upon settlement of damage claim).
14. **CARRIER'S equipment only** is to transport the freight contained herein. Carrier is not to broker this freight. Brokering will result in retention of contracted rate or a percentage there of at the sole discretion of Contractor.
15. **Non-competition.** During the term of this agreement and for a period of 18 months or after, carrier shall not compete, solicit or submit any bid on any traffic or to any customer, shipper or consignee assigned by Contractor to Carrier. Any and all freight or traffic offered to Carrier by shipper or consignee while loading, delivering or carrying freight assigned by Contractor is considered as being offered to Contractor, not Carrier. Carrier agrees to pay all monies for freight taken by Contractor under this agreement without exception. Any breach would be cause for Contractor to take appropriate legal action to remedy the situation and to recover both present and future damages. Both Carrier and Contractor agree that a Restraining Order would be the first remedy.
16. **Venue** This agreement supersedes all other documents, to include carriers Bill of Lading. It is the intention of the parties hereto that this agreement and performance hereunder and all suits and special proceedings hereunder shall be constructed in accordance with and under pursuant to the laws of the state of Colorado (unless prompted by applicable federal law), and that any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Colorado shall be applicable (unless preempted by applicable federal law) and shall govern the exclusion of the laws of any other forum without regard to the jurisdiction in which any in the district court for the county of Arapahoe, State of Colorado, and any other venue is hereby waived.
17. **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 at any time by giving 30 days prior to written notice. Notice will be mailed certified return receipt requested by US MAIL only.

Contractor will not pay invoices received from Carrier without the above-mentioned items. It is the Carrier's responsibility to provide this information in a timely fashion. Carrier will not be paid until Contractor is paid without exception. Attention to all the above will expedite this process.

Please print, sign, and fax back to Accelerated Logistics, LLC at (720) 200-3101.

Carrier Name _____

Carrier Signature _____

TERMS OF PAYMENT

Per our sub-contractor agreement, Carriers are not paid until we are (which in most cases is 30 days from when we receive your proof of delivery and invoice). However, we do have a quick pay option which means that your check will go out within five days of the receipt of your proof of delivery and invoice at a 5% discount. Please select the terms from the options below that will suit your situation best, sign the form, and fax it back to us.

All payments are made by check. **WE DO NOT DO COMCHECKS.** Five day invoices are processed within five days and mailed via standard mail, and requests for express delivery are accepted with the understanding that the amount of the express postage will be deducted from the final payment. **IN ADDITION, WE MUST RECEIVE A SEPARATE TERMS OF PAYMENT FORM WITH EACH LOAD YOU HAUL.**

All five day quick pays are paid only if the delivery was made in a reasonable time frame and the vehicle is free of any transport damage and all terms and conditions were met.

PLEASE CHECK WHICH PAYMENT OPTION YOU WOULD PREFER

_____ I choose to receive payment via standard terms (about 30 days from the time I submit my completed delivery paperwork and invoice) via standard mail.

_____ I choose for my payment to be sent out within five days from the time I submit my completed delivery paperwork and invoice for a five percent discount off the price of the submitted invoice via **STANDARD MAIL.**

_____ I choose for my payment to be sent out within five days from the time I submit my completed delivery paperwork and invoice for a five percent discount off the price of the submitted invoice via **FEDERAL EXPRESS STANDARD NEXT DAY. There will be an extra charge of \$20.00 for this option.**

Today's date: _____

Company Name: _____

Accelerated Services order number: _____

Printed Name: _____

Signature of owner or manager agreeing to these terms:
