

Carb / Tru Compliancy Disclaimer



At least once per calendar month while this AGREEMENT is in effect, CARRIER shall inspect or hire a service representative to inspect each refrigeration or heating unit associated with trailers used by CARRIER to transport freight hereunder. CARRIER shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least three (3) years. CARRIER agrees to provide copies of all such inspection records request to the CARRIER's insurance company and BROKER.

During shipment, CARRIER shall maintain adequate fuel levels for each refrigeration or heating unit associated with trailers used by CARRIER to transport freight hereunder, and CARRIER hereby assumes full liability for claims and expenses incurred by the BROKER and/or any particular customer, shipper or consignee for failure to do so.

In the event CARRIER accepts a load transporting any goods to, from, or through the State of California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE.

In the event perishable goods are transported under such load to, from, or through the State of California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS. CARRIER shall look to the applicable rate confirmation sheet for the necessary BROKER information to be furnished under the State of California's TRU regulations.

Kilian Truck Line, Inc.
Chad Kronbach, Owner
Signature: _____
Date: ____ / ____ / _____

Company: _____
Name: _____
Title: _____
Signature: _____
Date: ____ / ____ / _____

Motor Carrier Payment Policy



Dear Carrier Partner,

Kilian Truck Line Inc. prides ourselves in quick payments to our motor carriers. Enclosed you will find the procedures necessary to process your invoice quickly and efficiently. Motor Carriers are compensated within 30 days after receipt of CARRIER INVOICE along with the ORIGINAL SIGNED BOL.

Fax All Load Paperwork, Receipts and Invoice To: (320)-204-1335

Remittance Address

Kilian Truck Line Inc.
3622 30th St. SE,
Saint Cloud, MN 56304
Phone: (320) 251-2420
Phone: 1-800-521-2420
Fax: (320)-204-1335

PAYMENT POLICY: Every effort will be made to pay carrier invoices within 21-30 days of invoice receipt, provided the BILL OF LADING'S include the following:

- They are Clearly Signed
- All copies are Legible
- No notice of claim has been given – BOL's "Free Of Discrepancies"
- A Signed Rate Confirmation has been returned
- Invoice is mailed or faxed to the Kilian Truck Line Inc. offices.
- (Occasionally original bills must be provided instead of copies and carrier will be notified of this in the load confirmation.)

Kilian Truck Line, Inc.
Chad Kronbach, Owner

Motor Carrier Profile



DEAR CARRIER PARTNER,

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

PLEASE EMAIL ALL PAPERWORK TO: info@kiliantruckline.com

REQUIRED DOCUMENTS

- ✓ Copy of Workmen's Compensation and or Occupational/Accidental Policies
- ✓ I.C.C. Operating Authority
- ✓ IRS W9 - Signed / Dated
- ✓ Certificate of Canadian Authority
- ✓ Signed Carrier Contract
- ✓ Completed Carrier Profile
- ✓ Completed Safety Evaluation Form (**Unrated Carriers**)
- ✓ New Entrant Safety Audit Report (**Unrated Carriers**)
- ✓ **CARB** Compliance Certificates.

Minimum Insurance Coverage
for Motor Carriers is:

CARGO - \$100,000
BI / PD - \$1,000,000

CARRIER PROFILE

Legal Company Name **DBA**

Physical Address

City **State** **Zip**

(____) ____ - _____ (____) ____ - _____

Telephone **Facsimile**

Do you **FACTOR** your receivables through a 3rd party factoring company?
Yes No If "**YES**" please list contact information below.

Factoring Company Name **Contact**

(____) ____ - _____ (____) ____ - _____

Telephone **Facsimile**

Physical Address

City **State** **Zip**

LIST THE FOLLOWING CONTACTS

Dispatch **Telephone**

(____) ____ - _____

Dispatch (After Hours) **Telephone**

MC # **DOT#**

SCAC **Federal ID #**

Equipment List

Van **Reefer** **Flats** **SD** **DD / RGN**



MOTOR CARRIER INSURANCE REQUEST

TO: _____
INSURED: _____
RE: Certificate Of Insurance

DEAR INSURANCE AGENT:

This Insured is requesting that you provide a Certificate of Insurance to Kilian Truck Line, Inc.

COVERAGE

Carrier must provide a current Certificate of Insurance with the agent signature. The Carrier's (insured) name and address must be the same as company executing the Carrier Agreement. Carrier shall at all times during the term of this agreement have and maintain in full force and effect.

REQUIREMENTS:

- 1) Provide Policy Numbers, deductible amounts (no greater than \$10,000.00), and 30 day modification/cancellation notice:
- 2) Comprehensive General Liability and Automobile Liability insurance, including blanket contractual coverage, for bodily injury and tangible property damage in the following amounts: (i) general liability: one million dollars (\$1,000,000) each occurrence, and (ii) automobile liability: one million dollars (\$1,000,000.00) each accident, single limit, bodily injury und property damage combined;
- 3) Motor Carrier Cargo Liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) per incident and each policy shall not exclude coverage for fraud, dishonesty or criminal acts of Carrier's employees, agent, officers or directors:

Thank you for your promptness in handling this important request. Please return the Insurance Certificate with our company listed as an "**ADDITIONALLY INSURED**" to our offices below via email or facsimile:

Kilian Truck Line, Inc.
Chad Kronbach, Owner
3622 30th St. SE,
Saint Cloud, MN 56304

MOTOR CARRIER TERMS & CONDITIONS



GENERAL PROVISIONS

We must have a signed Carrier Rate Confirmation from the Carrier prior to releasing the load for pick-up. Fax the signed Carrier Rate Confirmation to (320)-204-1335

Carrier will forfeit this load without recourse if it fails to sign and return this Carrier Rate Confirmation within (4) hours of receipt. The signed Carrier Rate Confirmation sheet will include the following:

- i. The Driver's name
- ii. The truck and trailer numbers
- iii. The driver's cell phone number. The cell phone must be kept on at all times.
- iv. All emergency and/or "after-hours" phone numbers. Include cell numbers for on-call dispatchers, owners, etc.

CALL CHECKS: Drivers are required to check call every day between 6:00 am and 9:00 am Eastern Time. This includes Saturday, Sunday, and Holidays. Missed check calls will result in a \$100.00 fine against carrier's settlement for each infraction. The Check Call telephone number is (320) 251-2420. Drivers must leave a voice mail message that includes his/her name, the load PRO number, current location, and projected ETA. If the driver is unable to call, the dispatcher may check call in emergency situations.

LOADING / UNLOADING: The driver is responsible for supervising the loading/off-loading of the freight. This includes noting the piece count and condition of the freight on the bills, and securing and maintaining the product per the Shipper's instructions listed on the bill of lading.

DAMAGES: During the loading process, if the driver determines that any or all of the product or its packaging appears to be damaged, i.e. leaking, broken, wet, decayed or crushed, it is the driver's responsibility to stop the "Consigner" and notify brokerage immediately. The driver should not allow the "Consigner" to resume loading until he/she gets authorization from broker to proceed.

ALL LOADS MUST SEALED: When moving a sealed load, the driver must have the shipper note the seal number on the bill of lading and call broker with the seal number. Loads that are sealed are to remain sealed until an authorized person at the receiver breaks the seal. The receiver breaking the seal must make the appropriate notation on the bill of lading. He/she must sign off and confirm in writing that the seal was intact at the time of delivery. Any time an unauthorized person breaks the seal, the carrier becomes 100% liable for the cost of the product and any other expenses. In the event the shipper fails to seal the trailer, it is the driver's responsibility to secure the trailer with a padlock.



MOTOR CARRIER TERMS & CONDITIONS

UNWARRANTED INVOICES: Brokerage will not pay for overweight tickets, pallets, trailer wash-outs, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention or any other accessorial fee unless the charge was discussed and agreed to IN WRITING. If any unloading payment is agreed upon, carrier must supply unloading receipt from either a lumper service or an individual lumper. Receipts for lumpers not affiliated with a lumping service must include the lumper's full name and social security number. Also, the driver must call brokerage to get a release number for any unexpected lumper fees. Failure to do so will result in non-reimbursement.

FAILURE TO LOAD: The driver should know his unit's empty weight prior to reaching the shipper. The carrier agrees to load truck to its legal capacity on all loads. Failure to load to capacity may result in a deduction in the carrier's settlement.

The CARRIER certifies the trailer is clean and has no mechanical or structural defects that could adversely affect the product hauled.

By executing this Carrier Rate Confirmation, the carrier hereby confirms the driver has enough available hours of service to pick up and complete delivery of the tendered load within the time frame dictated by brokerage and/or its CUSTOMER(S), without violating the FMCSA hours of service regulations contained at 49 C.F.R. § 395.

Carrier agrees that it in compliance with all safety regulations according to Federal, State and Local requirements.

When signing the bill of lading, the driver is confirming in writing that he/she received the product, piece count, condition and temperature as stated on the bills of lading. Once signed, the bill of lading becomes a binding legal document. The carrier is responsible for whatever the driver signs for.

INVOICING

- i. Broker must have the following paperwork to process payment in a timely manner:
- ii. Original POD's (signed by receiver)
- iii. Carrier's Invoice referencing brokerage PRO #
- iv. Delivery weight ticket on produce loads, if required
- v. Copy of signed Carrier Rate Confirmation
- vi. Carrier's W-9
- vii. Broker Contract
- viii. Carriers Authority
- ix. Cargo Insurance certificate listing brokerage as certificate holder
- x. Auto Liability insurance certificate listing brokerage as certificate holder.

MOTOR CARRIER TERMS & CONDITIONS



BULK PRODUCE LOADS

- Bulk Produce loads are paid on Delivered Product CWT as per receiving weight stamped on the bills of lading, on the receiving weight tickets or as determined by the customer.
- Any costs incurred by brokerage due to carrier's truck being late for pick-up or delivery appointments may be charged back to carrier.
- Carrier agrees that broker is the sole party responsible for payment of carrier's invoice and that, under no circumstances, will Carrier seek payment from the shipper or consignee.

REFRIGERATED LOADS

- Prior to loading, the driver must confirm that the reefer unit is working properly and the trailer has been pre-cooled to the required temperature.
- The driver is responsible for making sure adequate space is provided for air circulation in front, rear, top, bottom, and between the product units. Trailers hauling produce or live goods must have an air chute for proper circulation. No exceptions! It is the driver's responsibility to make sure the chute is not damaged or blocked in any way.
- The driver must check the pulp temperature of the product to ensure that it has been pre-cooled. The driver should not accept any fresh product pulping over 2 degrees above the required temperature noted on the Carrier Rate Confirmation. If the temperature on the Carrier Rate Confirmation differs from that written on the Bill of Lading, call the brokerage office immediately at (320) 251-2420 before signing the bills at the shipper. The driver must make sure the pulp temperature of the product loaded is written on the original Bill of Lading.
- Driver must maintain "**Continuous**" temperature in-route as noted on the Carrier Rate Confirmation.

FLATBED / STEP DECK LOADS

- Carriers must supply the appropriate chains, binders, straps, tarps, etc. required to move the load in a safe and efficient manner.
- Carriers are responsible for verification of all Dimensions, Weights and Serial Numbers of cargo prior to loading.

OVER DIMENSIONAL / OVERWEIGHT LOADS

- Carrier is responsible for "**All**" permits, escorts, route surveys, bridge surveys, utility assistance and ancillary cost involving the movement of the load. Carrier certifies that all dimensions and weights are correct upon acceptance of freight.

MOTOR CARRIER TERMS & CONDITIONS



CLAIMS

- i. Carrier is responsible for any damage to product or damage to the product's container, and any shortages of freight.
- ii. Carrier shall not leave the receiver if notified of an OS&D. Carrier must notify brokerage immediately. Failure to report OS&D will result in a \$100 fine.
- iii. When the OS&D product is produce, Broker will demand a federal inspection.
- iv. Broker will direct the disposition of any OS&D.
- v. When the OS&D is determined to be the fault of the driver, the Carrier authorizes Broker to offset any claim(s) with pending invoices.
- vi. Broker is not responsible for any damage done to the Carrier's equipment by the shipper during loading or by the consignee during unloading. However, damage should be reported to Broker immediately – before leaving the facility.
- vii. Broker recommends the driver carry some type of camera (digital, cell phone or disposable).
- viii. In case of an emergency call (320) 251-2420

Kilian Truck Line, Inc.

Chad Kronbach, Owner

Signature: _____

Date: ____ / ____ / _____

Company: _____

Name: _____

Title: _____

Signature: _____

Date: ____ / ____ / _____

PROPERTY BROKER – MOTOR CARRIER TRANSPORTATION AGREEMENT



This Agreement dated ___ / ___ / _____, between Kilian Truck Line Inc. of

hereinafter referred to as **BROKER**, and _____, hereinafter referred to as **CARRIER**.

WITNESSETH:

- i. CARRIER is a motor carrier of property authorized by **MC:** _____ (a copy of which is attached here and made a part hereof) to provide transportation of property under contract with shippers and receivers of general commodities, and
- ii. BROKER is a motor carrier broker, licensed to arrange for the transportation of property by License No. **MC:** 1107025-B, (a copy of which licenses is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to CARRIER.

I. SPECIFIC OBLIGATION OF CARRIER

LIABILITY OF CARRIER

- a) The CARRIER shall issue a bill of lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the CARRIER. The CARRIER's liability shall be the same as a Carrier's liability under 49 U.S.C. 11707.
- b) CARRIER agrees to maintain cargo insurance in the amount of \$ _____ to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause the insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section.
- c) CARRIER's liability shall begin at the time cargo is loaded upon CARRIER's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party.
- d) CARRIER further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and/or property arising out of CARRIER's operations hereunder, including but not limited to all road, fuel, and other taxes, fees or permits, related to the shipments transported by CARRIER as arranged by BROKER.



II. SPECIFIC OBLIGATION OF BROKER

- a) BROKER shall offer to CARRIER for shipment a minimum of one (1) shipments for each year this agreement remains in effect, and the CARRIER shall agree to transport those shipments tendered during that period of time.
- b) BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addenda thereto, within ____ days of the receipt by BROKER of CARRIER's invoice covering such transportation.

III. RATES AND CHARGES

The basic transportation rate negotiated between the parties is: Freight, all kinds: truckload shipment ____ / Mile, between all points in the United States and Canada.

Additional rates or modifications of the above rate may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such changes shall be sent by the party initiating the change, by facsimile machine, to the other party, and the approval of the change shall be demonstrated by the second party initialing the change, and returning, by facsimile machine, the proposed change with the initialed approval.

CARRIER authorizes BROKER to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve Shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges.

III. BILLS OF LADING

The Bill of lading shall note that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as a broker. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee. When BROKER has assembled multiple shipments into carload or truckload lots, the list of underlying shippers will be attached as an Appendix to the bill of lading.



IV. COMPLIANCE WITH 49 U.S.C. 10102

Both parties recognize that motor contract service is based on the CARRIER, either (1) assigning motor vehicles for a continuing period of time for the exclusive use of a shipper; or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract arrangement has been designed to meet the distinct needs of the BROKER.

The BROKER needs the CARRIER to assume full liability for the actual loss of or injury to the property tendered by the CARRIER to negate a possibility of the CARRIER moving these goods on released rates with a limitation of liability, and paragraph I. Specifically imposes this obligation upon the CARRIER. Paragraph VI. (a) imposes a further obligation on the CARRIER that claims shall be settled in accordance with 49 C.F.R. 1005, and this is also designed to meet the distinct needs of the BROKER. Further, the BROKER needs a single forum for the settlement of disputes, and paragraph VI. (b) meets this distinct need of the BROKER.

V. PROVISIONS AS TO THE SETTLEMENT OF CLAIMS AND OTHER DISPUTES

Claims shall be settled in accordance with the regulations codified at 49 C.F.R. 1005.

- a) If any dispute arises about any matter covered by the terms of this Motor Contract Carrier Agreement, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Interstate Commerce Commission. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated.
- b) Such a complaint shall be submitted in accordance with all the provisions of **49 C.F.R. 1111**.
- c) No court action can be taken by either party prior to the decision of the Commission, and the decision of the Commission shall be a binding, final and non-appealable decision. If for any reason the Commission refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

VII. INDEPENDENT CONTRACTOR

The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that the BROKER shall be the agent for the collection of charges, when the shipper pays the BROKER.



VIII. BACK SOLICITATION

CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where

- a) The availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or:
- b) here the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and back-solicits the BROKER's customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of (24) months after the involved traffic first begins to move, to a commission from the CARRIER of (___%) of the transportation revenue received on the movement of the traffic.

IX. FORCE MAJEURE

Neither party hereto will be liable for the failure to tender or timely transport freight under this AGREEMENT if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

X. EFFECTIVE DATE AND TERMINATION

This AGREEMENT is to become effective ___ / ___ / _____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party to the other.

XI. GOVERNING BODY

This AGREEMENT shall be governed by the Surface Transportation Act (49 USC 13101 et. seq.) where applicable and otherwise by the laws of the state of Minnesota

Kilian Truck Line, Inc.

Carrier: _____

_____ **Authorized Party:** _____



Required Documents

- Copy of Workmen's Compensation and or Occupational/
Accidental Policies.
- I.C.C. Operating Authority
- IRS W9- Signed/ Dated
- Certificate of Canadian Contract Authority
- Signed Carrier Contract
- Completed Carrier Profile
- Completed Safety Evaluation form **(Unrated Carriers)**
- New Entrant Safety Audit Report **(Unrated Carriers)**
- C.A.R.B Compliance Reports