



Carrier Name: \_\_\_\_\_

ATT: \_\_\_\_\_

Carrier PHONE: \_\_\_\_\_

Carrier FAX: \_\_\_\_\_

In order to establish your company as an approved carrier for Integrity First Transportation, we require the following to be faxed to my attention at **615-465-6926**

- 1) Our completed, signed, dated and initialed Broker-Carrier Agreement, attached... **must be signed by Officer or Owner of Company.**
- 2) A completed, signed and dated W-9 form (blank form is attached) Please keep in mind when completing the W-9 form that we must have the exact name with the Taxpayer Identification Number or Social Security Number (not both) that will appear on your tax return.

We can only accept W-9 forms that have one number filled in and one of the boxes checked indicating the sole proprietor, corporation, partnership or other.

- 3) A copy of your certificate of both cargo and liability insurance naming Integrity First Transportation as the certificate holder. This certificate must come from your insurance agent.

Using this Address

**Integrity First Transportation**  
**256 Seaboard Lane, E-101**  
**Franklin, TN 37067**

- 4) A copy of your ICC or U.S. Department of Transportation contract authority and DOT safety rating if available.

If you have any questions, please contact:

**Customer Service** at phone # **855-899-9617** or email [customerservice@iftrans.com](mailto:customerservice@iftrans.com).

**BROKER-CARRIER AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Nashville, Tennessee, by and between IFT, Inc. d/b/a Integrity First Transportation a corporation, with its principal place of business at 256 Seaboard Lane, E-101, Franklin, Tennessee 37067, hereinafter referred to as BROKER and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ hereinafter referred to as CARRIER.

**WITNESSETH**

**WHEREAS**, BROKER is in the business of arranging the transportation of freight as a motor carrier property broker, authorized by the Interstate Commerce Commission in Docket No. MC-769263 to conduct operations, provide service and to arrange transportation as a Motor Carrier Property Broker relating to the movement in interstate commerce of General Commodities (except Household Goods) between points in the United States (except Alaska and Hawaii);

**WHEREAS**, CARRIER is engaged in the business of transporting general commodities, in interstate commerce, as a Motor Contract Carrier under operating authority issued by the Interstate Commerce Commission in Docket No. MC-\_\_\_\_\_;

**WHEREAS**, BROKER desires to arrange for the transportation of such freight by CARRIER as BROKER may tender to it;

**WHEREAS**, BROKER desires to utilize the aforesaid services of CARRIER, as a licensed Motor Contract Carrier. In order to facilitate the performance of such transportation and/or transportation services, the parties hereto have agreed to the terms and conditions under which all of such transportation and transportation services shall be rendered, made, provided and/or arranged, and such terms and conditions are hereinafter set forth in this Agreement and various Addenda attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises contained herein, BROKER and CARRIER agree as follows:

(1) BROKER hereby agrees to tender and /or cause freight to be tendered to CARRIER for the purpose of the Transportation of such freight, in a series of shipments, with a minimum of 3 shipments per year. BROKER understands and agrees that CARRIER provides specialized contract carrier services designed to meet distinct needs of BROKER as defined in 49 CFR 1053.3; these services include, but are not limited to, negotiating and implementing spot rates, providing multiple stops in transit, furnishing qualified drivers experienced in handling shippers' freight, picking up freight on short notice, delivering freight at scheduled times, providing specialized equipment as needed, and closely coordinating all services and communications with BROKER's personnel. CARRIER agrees to perform the pick-up, transport, and delivery of all freight tendered or caused to be tendered by BROKER, solely and exclusively as a duly authorized and licensed Motor Contract Carrier, and to also arrange for the performance of such other ancillary or related additional services BROKER shall require and which BROKER may lawfully arrange concerning all such freight tendered. CARRIER is free to offer its services to shippers other than BROKER and its customers and CARRIER may reject any load tendered or request to perform a special service by BROKER and is under no obligation to accept any particular volume of traffic. At all times during the term of this Agreement, Carrier agrees to provide transportation services as a motor contract carrier pursuant to 49 U.S.C. §§13120(4)(B), 13102(12) and 14101(b), respectively. This Agreement is a contract within the meaning of 49 U.S.C. §14101(b)(1). Carrier will transport freight of all kinds in interstate commerce from, to, or between all points and places in the United States, except: "Packing Group I material of any hazard class"; Class 1.1, Explosives; Class 1.2, Explosives; Class 1.3, Explosives; Class 2.3, Poison Gas; Class 4.2, Spontaneously Combustible; Class 4.3, Dangerous When Wet Material; Class 6.2, Infectious Agents; Class 7, Radioactive Material; Hazardous Waste

of any Hazard Class; Asbestos; Carbon Black; Any material containing Cyanide; Any material containing Paraquat; Any material classified as "Poison by Inhalation"; Polychlorinated Biphenyls (PCB); Any material in a container with over 1,000 gallon capacity; Garbage or waste of any type; Used Equipment – must have approval from Corporate Safety; Temperature controlled materials; and, Household Goods. In connection therewith, CARRIER certifies that it will furnish, without limitation, the following services:

- A. Safe, properly licensed and maintained equipment which meets all applicable government regulatory standards as well as any reasonable standards and requirements of BROKER regarding safe, clean, hazard free equipment, which is Sufficient in quality and quantity (subject to availability of such equipment) to meet BROKER'S transportation needs such as are or may be contemplated by this Agreement;
- B. Provision of drivers and other operating personnel who are fully qualified, trained and experienced, in accordance with all applicable state and federal statutes and requirements, to properly and safely handle the freight tendered hereunder by BROKER;
- C. Endeavor to Pick-up and Delivery of all shipments in accord with the schedules of BROKER and its shippers and Customers;
- D. Provision of sufficient traffic managers to coordinate shipments and maintain daily communication with BROKER'S personnel;
- E. CARRIER, subject to compatibility between BROKER and CARRIER's edi systems, CARRIER shall endeavor to participate in BROKER'S electronic data interchange systems/programs for tracking, invoicing and any other reasonable functions as BROKER may from time to time require.

(2) Carrier's relationship to BROKER is that of an independent contractor, not an agent or employee, and CARRIER shall make all arrangements it deems appropriate to arrange for sufficient, appropriate personnel and motor vehicle Equipment to provide the transportation services contemplated by this Agreement. BROKER is not and will not be responsible for any debts or obligations incurred by CARRIER in the performance of its business. Nothing in this Agreement shall be construed as establishing an employment relationship between the parties. This Agreement shall not be construed as creating any partnership or joint venture between the parties. Neither party shall be liable for any obligation incurred by the other, except as is expressly provided in the Agreement. Neither party is authorized to act for or in any manner to represent itself as agent of the other to conduct or enter into any agreement of or on behalf of the other party, and neither party is authorized to use the formal name or any business name, trademark or service mark used by the other party or by any company with which the other party is affiliated.

(3) CARRIER shall comply with all applicable laws, rules and regulations of any duly constituted governmental authority affecting the performance of the transportation services to be rendered pursuant to this Agreement. CARRIER will be responsible for any acts, omissions, and/or violations by its employees, agents and/or any contractors that it engages and will defend and save BROKER harmless from any fine, penalty or liability to the extent caused from such acts, omissions or violations, except as such are caused by the acts or omissions of BROKER.

(4) Compensation shall be paid by BROKER to CARRIER for all shipments tendered to CARRIER pursuant to this Agreement in the amounts or in accordance with the rate schedules set forth in "Appendix A" attached hereto and made a part hereof; provided, however, that the parties hereto may attach to this Agreement written rate confirmation to set or change the compensation for any specific shipment or shipments that are signed by authorized employees of both parties.

(5) Broker shall pay Carrier for its services within thirty (30) days of the date of Carrier's invoice, which may be accompanied by a proof of delivery at Broker's request. Payments on undisputed invoices received after the 15th day from invoice date are subject to a \$10 late payment penalty and interest at the rate of 1 1/2% per month plus

attorney's fees in the amount of 25% in the event that suit to collect same becomes necessary. Broker unconditionally guarantees payment to Carrier without offset or deduction of any kind for any purpose whatsoever, and regardless of whether Broker's customer has remitted payment to it for the services performed or not. Offsetting against, recoupment from or deduction of freight charges shall not be permitted for any purpose at any time. Any attempt to offset against freight charges owed will be deemed an actionable material breach of this Agreement and shall result in such amounts accruing penalties as aforesaid, in addition to any and all necessary collection and/or legal action to recover said amounts. If proof of delivery is requested and a bill of lading or delivery receipt is not available, Carrier may provide, and Shipper shall accept, alternate proof of delivery/receipt, including but not limited to: (1) a bill of lading, receipt or other proof of delivery form or document (including but not limited to lumper receipts) issued for such shipment with carrier name on bill of lading, (2) proof of payment to Shipper from its customer/consignee for the shipped product or receipt of the goods into the consignee's warehouse, plant or possession, or (3) 3rd party satellite tracking of the shipment and its contents through available equipment tracking systems.

(6) CARRIER hereby agrees that it holds Motor Contract Carrier authority issued by the U.S. Department of Transportation and holds appropriate licenses from state regulatory agencies to perform the transportation as contemplated herein and that all transportation performed by it on behalf of BROKER shall be contract carriage and not common carriage; and in the event that CARRIER also holds common carrier authority, that all services rendered by CARRIER shall be as a contract carrier and not as a common carrier.

(7) Carrier shall indemnify and hold Broker harmless from all fines, costs, penalties, liabilities and claims of every kind, to which Broker may be subjected on account of loss or destruction or damage to any property (excluding cargo), or injury to, or death of, persons to the extent caused by the negligent or intentional acts or omissions of Carrier, its agents, or employees, in providing transportation service hereunder. Carrier's indemnification obligation shall not apply to any extent that any claims, lawsuits, proceedings, judgments, costs, charges, expenses, losses, or liability of every type and kind or any combination thereof, arise from or relate in any way to the negligent or intentional acts or omissions of Broker, its employees, agents, consignors, consignees, or customers. Broker shall likewise indemnify and hold harmless Carrier from and against any claims, lawsuits, proceedings, judgments, costs, charges, expenses, losses, or liability of every type and kind or any combination thereof, arising from or related in any way to the acts or omissions of Broker, its employees, agents, consignors, consignees, or customers. Should there be shared liability resulting in such loss, liability, damage, claim or expense, the responsible parties shall contribute to such claim in the ratios of their respective fault. In no event shall either party be liable for incidental, consequential (including lost profits, "chargebacks", or other penalties for late delivery), special, punitive or exemplary damages in connection with the goods or the services rendered hereunder even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

(8) Carrier shall be liable to Broker for all loss, damage or injury to all cargo, due solely to the Carrier's negligence, occurring while in the possession or under the control of Carrier hereunder, or resulting from Carrier's performance or failure to perform the services undertaken by Carrier under the terms of this Agreement. Carrier will not be held responsible for shortages or damages on shipper load and count shipments where the trailer is received at destination with seals intact. Failure to indicate "SL&C", "subject to shipper count" or like notations on shipping documents shall not be a conclusive determination of Carrier liability, nor shall Carrier be precluded from disclaiming liability therefore due to such omissions. Carrier shall have no liability for seal integrity, loss, damage or destruction of shipments occurring at or across the U.S. / Mexico border. Carrier's liability for cargo claims is limited to the extent of Mexican law. Declaration of alternate values on the bill of lading for such international shipments shall have no force or effect. Carrier shall not have any liability for any loss, damage, delay, destruction, theft or liability (in regard to cargo) which is caused by the act of God, the public enemy, the authority of law, or the acts or omissions of Broker, its agents, employees, customers, consignees, or consignors. All claims for overage, shortage, loss and damage and any salvage arising therefrom under this Agreement shall be submitted to Carrier and handled and processed in accordance with 49 CFR §370. All claims for loss, damage or injury to cargo shall be filed within 9 months of the date of delivery or scheduled delivery thereof in the event of a complete loss of shipment. Carrier shall acknowledge receipt of all such claims within thirty (30) days, and shall settle, decline, or offer settlement of

all claims within one hundred twenty (120) days of acknowledgment. The time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Section 14706. Carrier's liability for cargo loss, damage, or injury shall be for the Broker or Broker's customer's actual cost of the goods lost, damaged, or destroyed, and shall not, under any circumstance or under any recovery method including subrogation by Customers' insurers, exceed the amount of \$100,000 per occurrence for rail transportation and shall not exceed \$100,000 per full truckload in all other circumstances. Shipments having an invoice value in excess of \$100,000 per shipment will be considered as being of "extraordinary value" and will be subject to this limitation of cargo liability unless Broker declares the value prior to tender and the parties agree to a different released value and rate in writing signed by an authorized officer of Carrier. Notwithstanding the above, in the event Broker tenders used goods to Carrier, as an accurate value of the used goods is difficult to determine, and since the working condition of said used goods is not and cannot be conclusively shown to Carrier, Broker hereby releases and holds Carrier harmless for the condition of the freight tendered while in Carrier's care, custody or control and Carrier will not bear any responsibility or liability, under any circumstance, for the used goods. Carrier makes no guarantees as to on-time pickup or delivery and assumes no liability or responsibility whatsoever for any late pickup or delivery including, but not limited to any damages, penalties, fines, costs, expenses, "chargebacks", or other amounts of any kind due to late delivery or pickup.

(9) CARRIER agrees at all times to carry public liability and property damage insurance in amounts not less than one million dollars (\$1,000,000) per occurrence with a reliable insurance company or companies, reasonably approved by BROKER, naming BROKER as an additional insured as its interests may appear only to the extent of carrier's obligations under the terms of contract between the parties, and specifically excluding any coverage for any loss or injury arising out of or related to additional insured's negligent or willful acts or omissions. CARRIER also agrees at all times to carry cargo insurance in an amount not less than one hundred thousand dollars (\$100,000) per occurrence with a reliable insurance company, reasonably approved by BROKER, naming BROKER as a certificate holder. CARRIER agrees at all times to comply with all applicable workers' compensation statutes concerning its employees. Carrier shall furnish to Broker written certificates upon request showing that the above insurance has been procured and is being maintained, and specifying the name of the issuing agency or broker, the policy number or numbers, and the expiration date or dates. Such insurance policies shall name Broker as a certificate holder and provide that in the event of cancellation or material modification of any policy, written notice shall be given to Broker at least thirty (30) days prior to the effective date of such cancellation or modification as to each policy.

(10) This contract applies to the tender by BROKER to CARRIER both of commodities that are regulated and those that are unregulated pursuant to Federal Law or regulation, and the tender and/or transportation of such commodities in mixed or unmixed loads. This Agreement also applies to the arranging of intrastate transportation where such does not result in a violation of any state or local law or regulation and mixed loads of interstate and/or unregulated and intrastate freight.

(11) Any notice, request, direction, instruction or other communication relating to the transactions contemplated by this Agreement shall be in writing, shall be sent, and shall be deemed to have been given when sent postage prepaid by certified mail, return receipt requested or by premium private courier or delivery service to the addresses recited herein above, or in such other manner or to such other address as shall have been designated, in compliance with this paragraph, by the party in which such notice request, direction, instruction or other communication is to be given.

(12) This Agreement shall extend to and be binding upon the heirs, executors, successors, or assigns of BROKER and CARRIER. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the above, the parties recognize that for operating convenience in the fulfillment of its duties and obligations under this contract, Carrier may wish to retain the services of other authorized carriers as subcontractors pursuant to lawful substituted service, interlining or other contractual arrangements. As consideration for Broker's acceptance of such subcontracting arrangements, Carrier agrees as follows: (1) All subcontracting arrangements will be conducted with subcontractors which

meet and maintain all U.S. DOT requirements and (2) Carrier may do so at its expense, in which case Carrier shall continue to be liable for any loss or damage to said shipments to the same extent that Carrier would be liable if it performed the transportation.

(13) This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(14) This Agreement shall be governed by and construed in accordance with applicable federal law and the Laws of the State of Tennessee notwithstanding its conflicts of laws provisions.

(15) This Agreement cancels and supplants any and all other written or oral agreements and understandings for transpiration or transportation related services between BROKER and CARRIER. This Agreement shall remain in effect for one (1) year from the date hereof and, if not canceled, shall automatically renew for additional periods of one (1) year. Either party may terminate this Agreement upon thirty- (30) day's written notice by registered mail of its intention to terminate. Termination may be with or without cause. Termination of this Agreement shall not release either party from any liability to the other arising pursuant to this Agreement, whether or not such was ascertained at the time of termination. Further, either of the parties to this Agreement shall have the right to immediately terminate this Agreement by giving written notice to the other in the event that the other party shall be adjudicated a bankrupt, becomes insolvent, files for voluntary bankruptcy or is subjected to involuntary proceedings, enters into a receivership, makes an assignment for the benefit of creditors or for other reasonable grounds causes the party terminating this Agreement to feel insecure about the non-terminating party's ability to perform its obligations under this Agreement and is unable to give the terminating party adequate written assurances of its ability to perform its obligations hereunder, within ten (10) calendar days after having received such written notice of termination.

(16) This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understanding, either oral or written. Amendments or modification to this Agreement shall be in writing and must be signed by a duly authorized representative of each party hereto. In the event that any portion of this Agreement is declared void or unenforceable, then such provision shall be deemed severed from this agreement which shall otherwise remain in full force and effect.

(17) Any headings or numbering of paragraphs or articles of this Agreement are for organizational convenience only, and all terms and conditions of this agreement are intended to take precedence over any such heading or numbering. If any part, term, paragraph or provision of this Agreement is found or declared to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

(18) The failure of a party to object to or take action with respect to any breach of any term of this Agreement by the other shall not be construed as a waiver of any rights hereunder by the non-objecting party, nor of any claims, past, present or future, for any breach of this Agreement.

(19) The parties hereto shall protect the confidentiality of all nonpublic information developed by either of them in connection with the Agreement. This Agreement and all such information developed in connection herewith shall be held in confidence by each party for the duration of the Agreement and for a period of three (3) years thereafter unless prior written approval authorizing such disclosure is obtained from the other party or either party is required by law or governmental authority to disclose. This Agreement shall be deemed confidential and shall not be released unless expressly agreed to in writing by both Parties. In the event any legal action is initiated this Agreement shall be released only to necessary court personnel and its contents shall be sealed and not made available to the public for any reason whatsoever.

(20) The parties shall process all overcharge, undercharge, and duplicate payments as provided in 49 C.F.R. §378 and 49 U.S.C. §13710. The time limit for filing of initial claims for alleged undercharge,

duplicate payment or overcharge claims under the terms of this Agreement shall be one hundred and eighty (180) days from the date of receipt of original invoice. Failure to file a claim challenging these charges/payments within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of same. Any action at law by either party to collect alleged undercharges, duplicate payment or overcharges under the terms of this Agreement shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

(21) Non-performance caused by acts of God or government, fire, riots, wars, strikes, labor disturbances, major snow storms, natural catastrophes, or other circumstances beyond the control of the parties shall be excused so long as the hindrance to performance exists.

(22) Each shipment hereunder shall be evidenced by a receipt, which shall be signed by Carrier or Carrier's agents or employee showing the kind and quantity of product received by Carrier at origin. Such receipt shall be evidence of Carrier's receipt of such shipment in good order and condition unless the contents of such shipment are not readily observable or as may otherwise be noted on the face of such receipt. If Carrier, Broker or its Customer elects to use a bill of lading, manifest or other documents, any terms, conditions and provisions of such bill of lading, manifest or other documents shall not modify or add to, but shall be subject and subordinate to the terms, conditions and provisions of this Agreement. In the event they conflict with this Agreement, the terms, conditions and provisions of this Agreement shall prevail and take precedence. Upon delivery of each shipment to the destination specified by Broker or its Customer, Carrier shall obtain a signature from the consignee or its agent showing the kind and quantity of product delivered, and any damages, overages or shortages thereof if evident at the time of delivery.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**Carrier:** \_\_\_\_\_

**MC#:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

**Broker:** IFT, Inc, d/b/a Integrity First Transportation

**Print Name:** \_\_\_\_\_

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

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



## **ATTENTION CARRIERS**

Please be advised that all invoices, carrier rate confirmation and **original** POD's are to be mailed to:

**Integrity First Transportation**

**Attn: Billing Department**

**256 Seaboard Lane, Suite E-101**

**Franklin, TN 37067**

You may first send your paperwork to our billing department so it can be processed more quickly by email at [billingift@iftrans.com](mailto:billingift@iftrans.com)  
The payment process may be delayed without receipt of original signed POD's.

If you have any further questions or need assistance, please do not hesitate to contact us at 1-855-899-9617.



IFT, Inc.

## PAY METHOD AGREEMENT FORM

\*\*\*\*\* TERMS NET 30, NORMAL PAYMENT  
**TERMS OF 30 DAYS APPLIES TO ALL OTHER  
PAYMENTS**

\*\*\*\*\* QUICK PAY--- Standard mail (USPS) ----

CARRIES A **5% CHARGE**

PAPERWORK MUST BE IN BY 2PM CST (Central Standard Time)  
TO QUALIFY.

\*\*\*\*\* QUICK PAY---OVERNIGHT PAYMENT----

CARRIES A **5% CHARGE + \$25 overnight fee**

PAPERWORK MUST BE IN BY 2PM CST (Central Standard Time)  
TO QUALIFY.

I understand payment will be mailed to my business address.

Payee Name \_\_\_\_\_

MC/DOT# Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_