



Carrier Form

Welcome and thank you for choosing TM Logistics, LLC! We will need the following documents in order to update your company and process the payment in a timely manner, please submit this paperwork via fax (956) 727-1785.

- Insurance Certificate with TM Logistics, LLC. Listed as certificate holder.
- W-9
- Carrier Form filled out
- Payment Terms filled out
- Bank Account Information (If Required)
- Signed Contract Carrier Agreement

If you have any questions about these required items, please contact your sales person.

Carrier Name: _____

Dispatchers: _____

Address: _____

Phone: _____ Fax: _____

After-Hours Dispatch (Required) # _____

E-mail Address: _____

Website: _____

MC # _____ Tax ID _____

Please check the states in which your company looks for loads									
AL		ID		MI		NY		TN	
AR		IL		MN		NC		TX	
AZ		IN		MS		ND		UT	
CA		IA		MO		OH		VT	
CO		KS		MT		OK		VA	
CT		KY		NE		OR		WA	
DE		LA		NV		PA		WV	
DC		ME		NH		RI		WI	
FL		MD		NJ		SC		WY	
GA		MA		NM		SD		CA	



Payment Terms

Please indicate which of the following payment terms you would like to be set up with. Your selection will remain as your permanent payment term until we TM Logistics, LLC. are notified in writing that you would like your term changed. If this form is not filled out, signed and returned your payment terms will default to 30 Days.

** All pay terms are calculated from the day TM Logistics, LLC. receives the paperwork **

 30 Days – No fees. Check will be mailed within 30 days of TM Logistics, LLC. receiving the paperwork.

 7 Days Quick Pay – For 3% of the invoiced amount. The 3% charge will be deducted from the gross truck rate. This can be done with checks and wire transfers. Payment will be issued within 7 days of TM Logistics, LLC. receiving the paperwork.

 One Day Quick Pay – For 5% of the invoiced amount. The 5% charge will be deducted from the gross truck rate. This can be done with checks and wire transfers. Payment will be issued within one day of TM Logistics, LLC. receiving the paperwork.

** If we receive your paperwork on Friday, payment will be sent on Monday (Quick pay will not be guaranteed if there are any problems with the load overages, shortages, late delivery, temperature issues, etc.)

All paperwork submitted must include:

- Invoice with your company name and address.
- Copy of the TM Logistics, LLC. Rate Confirmation.
- BOL/POD signed by the receiver.

All invoices must be sent to by e-mail: billing@tmlogistics.us. Failure to do so may results in a delay of payment.

Payment Terms Authorization Signature

Authorized Representative Signature

Date

Name Printed

Title



Bank Account Information

If you selected Quick Pay, please fill in all of the Bank Account Information below:

Bank Name: _____

Address: _____

City, State & Zip Code: _____

ABA Routing #: _____

Account #: _____

Name on Account: _____

Bank Contact Information

Name: _____

Phone: _____

Additional Information: _____





Contract Carrier Agreement

This agreement is entered into by and between _____ a contract carrier (CARRIER) and TM Logistics, LLC., a licensed broker (MC# 627574), in connection with furnishing of transportation services by Carrier for TM Logistics, LLC.

The parties agree and represent as follows:

1. Carrier is a contract carrier which holds a permit from the Interstate Commerce Commission ('ICC') MC # _____. Carrier further represents and warrants that it has furnished or is concurrently furnishing TM Logistics, LLC. with a true and correct copy of the above referenced ICC permit. Carrier represents and warrants that it also has and will maintain all other appropriate authorization in order to perform under this Agreement. Carrier agrees to notify TM Logistics, LLC. of any suspension, revocation, or any other change in its operating rights at least fifteen days prior to the effective date of any such change.
2. During the term of this Agreement, TM Logistics, LLC. will tender to Carrier, on a load- by-load or shipment basis, freight for transport. Carrier, upon acceptance of such tender, will load, transport, deliver and unload the freight in accordance with this Agreement. Carrier shall sign a bill of lading or receipt for each shipment tendered to it in the form required by TM Logistics, LLC. If TM Logistics, LLC. elects to use a bill of lading or other form of freight receipt or contract for each shipment, any terms, conditions, or provisions of such bill of lading or other form shall be subject and subordinate to the terms of this Agreement. Any bill of lading or other form inconsistent with the terms of this Agreement shall be null and void and the terms of this Agreement shall govern. Upon delivery of each shipment, Carrier shall provide to TM Logistics, LLC. Upon delivery of each shipment, Carrier shall provide to TM Logistics, Inc. an originally signed receipt in a form acceptable to TM Logistics, LLC. along with Carrier's actual freight bill for services rendered. The absence of such receipt shall not relieve Carrier from any liability for cargo received and/or delivered, nor shall the failure to disclose TM logistics, LLC. broker contract status in any way negate this Agreement.
3. TM Logistics, LLC. and Carrier agree that transportation services hereunder are to be performed as a contract carrier by assigning motor vehicles for a continuing period of time for the exclusive use of TM Logistics, LLC. by providing specialized services or equipment designated to meet the distinctive needs of TM Logistics, LLC. or the consignor. TM Logistics, LLC. may require specialized pickup and delivery schedules, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, spotting, trailers and expedited shipments.
4. TM Logistics, LLC. agrees to pay Carrier for its services in accordance with the agreed upon rates and freight charges which are either attached here to as Appendix A or which shall be confirmed in writing at or prior to the time of movement. Carrier agrees to transport freight for shipper pursuant to the rates and charges agreed to by the parties in accordance with this Agreement. In event that TM Logistics, LLC requires rates, charges and/or fees not provided in Appendix A, such rates, charges and/or fees may be added on an Addendum to Appendix A via facsimile transmission or otherwise, as agreed upon by the parties, provided that both parties have signed the Addendum and the Addendum is completed prior to service being provided by



Carrier. Notwithstanding the foregoing, rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced to writing within one (1) working day of the movement of the involved freight, in order to remain binding between parties. The Carrier's freight bill upon verification and acceptance by TM Logistics, LLC will serve as written confirmation of the actual charges to be paid by TM Logistics, LLC. to Carrier. If for any reason the rate is less than the Carrier's published rate, the difference represents a commission owed to TM Logistics, LLC.

5. TM Logistics, LLC. agrees that upon verification and acceptance of the freight bill it will pay to the Carrier the amount charged in full. TM Logistics, LLC. agrees to pay all freight bills of Carrier within 30 days of receipt of such bills at its office in Laredo, TX. Exceptions may arise due to claims, lack of original proof of delivery, or other necessary paper work.
6. TM Logistics, LLC. shall have the exclusive right to handle all billing of freight charges to its customers. Payments received by TM Logistics, LLC. from its customers shall relieve those customers of any liability to the carrier for nonpayment of freight charges.
7. Carrier at its own cost and expense shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such as licenses and permits as are required by local, state, or federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto. Carrier shall also be responsible for all liabilities incident to the transportation service rendered by Carrier under this Agreement including, but not limited to, all costs, expenses and liabilities incident to or arising out of accidents, repairs of equipment, labor, fuel and insurance. Carrier, at its own cost and expense, shall employ or furnish competent, able and legally licensed personnel to operate the equipment used to provide service pursuant to this Agreement.
8. In connection with services performed under this Agreement, Carrier is, and shall be, an independent contractor and shall have the exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. Carrier assumes full responsibility for the payment of local, state, and federal payroll taxes or contributions or taxes for unemployment insurance, pensions, workers' compensation, or other social security and related protection with respect to the persons engaged in this performance of such transportation services and agree to comply with all applicable laws, rules and regulations relating thereto.
9. In connection with the services performed under this Agreement, Carrier shall comply with all federal, state and local laws, rules and regulations.
10. Carrier shall indemnify and hold harmless TM Logistics, LLC. and its employees, officers, directors, agents, servants and insurers from any and all losses, damages, expenses, actions and claims for damages to property or personal injury, including death, which may occur or which are alleged to have occurred in connection with the transportation of any freight which Carrier is handling for TM Logistics, Inc. and for all losses, damages, or expenses incurred by TM Logistics, LLC. from any breach and Carrier of this Agreement. Carrier shall procure and maintain insurance coverage in the following minimum amounts as may from time to time be required by law:
 - a. Liability: General/Public/Auto/Comprehensive: \$1,000,000
 - b. Cargo: \$100,000
 - c. Workers Compensation: As required by law.



Carrier shall be liable for all loss and damage to the property which TM Logistics LLC arranges for Carrier to transport and TM Logistics, LLC. assumes no liability for any such loss or damage. In the event of claim is asserted against TM Logistics, LLC. assumes no liability for any such loss or damage. In the event a claim is asserted against TM Logistics, LLC. Carrier will be notified. TM Logistics, LLC may deduct from monies owed to Carrier any monies paid by TM Logistics, LLC to it's customers as a result of claims filed against TM Logistics, LLC. by such customers. In other instances, claims may be filed directly with Carrier by TM Logistics, LLC. customers

11. This Agreement is intended to be continuous and to cover a series of shipments with minimum of 50,000 pounds of freight per year. The Agreement, however, may be terminated by either party for any reason whatsoever on thirty days written notice. This agreement will be automatically renewed for successive one year periods unless Carrier or TM Logistics, LLC properly advises the other in writing of its desire to terminate the Agreement.
12. While this Agreement is in effect, and for 180 days following termination, Carrier shall not, directly or indirectly, solicit business from any shipper or receiver which TM Logistics, LLC. has arranged with Carrier. If Carrier violates these terms, Carrier shall pay TM Logistics, LLC. a commission of thirty percent of the gross revenues received by Carrier from shipper or receiver during the term of the Agreement and the subsequent 180-day period.
13. If any portion of this Agreement is found by a court of competed jurisdiction to be unenforceable, such portion shall be stricken to the extent it is unenforceable and the balance of the Agreement enforced.
14. This Agreement takes the place of any and all prior verbal or written understandings or agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year below written.

Name of Carrier: _____

MC # _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____