
NEW TEXILA TRADERS INC

US DOT: 3981638

MC: 1490961

EIN: 87-1779266

CONTACT US

39 Lambiance Ct, Highland Park, NJ
08904

+1 (551) 301-1344

dispatch@newtexilatraders.com

Carrier-Broker Agreement

THIS AGREEMENT made this _____ day of _____, 20____, by and between *New Texila Traders Inc.* 39 Lambiance Ct, Highland Park, NJ 08904 (hereinafter referred to as BROKER) having Broker Authority under MC# 1490961 and _____ (hereinafter referred as CARRIER) under MC # _____ whose principal office is located at _____

Witnesseth

Whereas, Carrier represents It is duly authorized by the U.S Department of Transportation (USDOT) to engage in the business of transporting (General Commodities) for interstate for foreign commerce under contract with broker pursuant to USDOT docket number: _____ MC # _____

Whereas, Broker Represents it is duly authorized by the USDOT To arrange for the transportation of property pursuant to USDOT docket number: 3981638 MC # 1490961

Now, Therefore, for good and valuable consideration herein a acknowledged, carrier and broker agrees as follows:

1. **Term.** The of this Agreement shall be for (1) year and shall automatically be renewed for successive one (1) year periods provided, however, that this Agreement may be terminated at any time by giving (30) days prior written notice to other party. Carrier agrees to accept such shipments and pickup, transport and deliver each shipment promptly and efficiently, as directed by broker
2. **Carrier's Operations.** Carrier at its sole cost and expense shall assume full responsibility for all federal, state, and local taxes, licenses, assessment, and tolls arising out of the transportation herein described. Carrier shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition.
3. **Compliance with Law.** Carrier represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation service contemplated by this agreement. Carrier will be responsible to comply will all applicable D.O.T. Regulation as well as all other federal and state regulation pertaining to the operation of motor carrier.
4. **Insurance.** Carrier warrants that it is authorized to operate as a motor carrier by the I.C.C or the U.S Department of transportation agrees to provide and maintain, at its solo cost and expense, insurance against liability for injuries to or death of persons and damage to property, in a combined single limit of not less than \$750,000 per occurrence, and for loss of or damage to freight in an amount not less than \$100,000; and any additional insurance required by applicable law, rules and regulation.
5. **Freight Loss, Damage or Delay.** Carrier shall be liable for full actual loss resulting from loss, damage, injury, or delay. Full actual loss is the invoice price of freight tendered to the carrier for transportation. Carrier agree to hold broker harmless from and indemnify broker for any liability from loss, delay or damage to ant freight transported by carrier pursuant to this agreement including all costs to defend claims. Carrier also agree to hold broker harmless from and indemnify broker for any liability resulting from personal injury or property damage which may occur during the operations of carrier pursuant to this agreement including all costs to defend claims.

6. **The Relationship.** Of carrier to broker shall, at all times, be that of an independent contractor, except that broker shall be the agent for carrier for the collection and payment of charges to carrier. The carrier authorizes broker to invoice the consignor or consignee for freight charges on behalf of the carrier and the carrier agrees that broker is solely responsible for payment of all freight charges to the carrier.
7. **Shipment Receipts.** Shipment accepted for transport by carrier shall be presumed accepted in good order and condition unless exception is taken in writing at the time of carrier's acceptance. Each shipment delivered by carrier shall be evidenced by receipt in the form specified by broker, which shall be signed by the carrier. Upon delivery of each shipment, carrier shall obtain a signed receipt from the consignee, in a form that required by broker. Showing the date and time of delivery as well as condition of goods at time of delivery.
8. **Refrigerated Cargos.** Carriers agrees of any refrigerated shipment required reefer temperature of the product during transport, cross docking, and handling, expect as otherwise instructed by broker in writing, all refrigerated shipment shall be maintained temperature between 33F-36F prior to pick up, carrier agrees to have the trailer pre-cooled for one hour between 33F-36F as well as maintain the reefer continues run of the same temperature from shipper to final consignee. Any product entrusted to carrier not remigrated in compliance herewith shall be rejected and or/deemed total loss. Carrier shall maintain reefer and all shipping records documents long as may be necessary to protect its own interests, carriers' inability to produce complying records in the event of a claim shall give rise to a presumption of carrier non-compliance, notwithstanding "clean" delivery.
9. **Independent Contractor.** Carrier is lawfully licensed operator with required insurance process agents and motor carrier authority. This agreement does not make carrier an agent legal representative or partner of broker for any purpose. It is understood between the parties hereto that contributions for unemployment insurance, pensions, workers compensation, social security, and related protection with respect to its employees and drivers.
10. **No Solicitation.** During the term of this agreement in accordance with any subsequent extension thereof, carrier agrees that neither it not any employees or agents, shall back solicit the business of any party with whom they come in contact with or become aware of, as a result of any shipment tendered to carrier by broker pursuant to this agreement.
11. **Compensation.** Carrier agrees that broker compensation hereunder for its services are confidential and need not be disclosed to carrier. Carrier further agrees that it will not reveal to any one the terms of this agreement, the pricing of transportation service, or any other details of the business conducted between carrier and broker.
12. **Sub-Contract Prohibition.** Carrier specifically agree that all freight tendered to its by broker shall be transported on equipment operated only under the authority of carrier, and that carrier shall not in any manner sub-contract, broker, or in any other from arrange for the freight to be transported by a third party without prior written consent of broker.
13. **Sealed Load.** When Hauling goods for shippers who need their load to be sealed the CARRIER accepts the responsibility to confirm that the truck has been appropriately sealed as it leaves the shipper's dock. The truck will remain sealed during transit, with the seals remaining unbroken until opened by the consignee. In the event the truck arrives with a broken seal, CARRIER and/or their representative is solely responsible.

14. **Fuel Advance.** Broker agrees to provide a fuel advance to carrier after the get loaded. \$20 fee per thousand up to 40 percent max. Carrier is limited to \$1,000 per day.

15. **Payment Term.** Broker Agrees to pay carrier for the transportation of freight moved under this agreement in accordance with effective schedules within (30) day of receipt by broker of carrier's invoice and signed original bill of lading. Broker as well agrees to the carrier's offers quick pay of the following options.

16. **Payment Option Initial One Of Them.** On both option Original signed bill of leading required.

- Normal Pay 30 day (0%) (_____)
- Quick Pay 7 day (3%) (_____)

17. **Notification.** Any notice given under the agreement shall be in writing and shall be deemed given when deposited in the United States mail, postage, properly addressed to the other party.

In Witness Whereof, the parties hereto have caused an agreement to be executed as of the date first above written.

- Carrier: _____
- By: _____
- Title: _____
- Sign: _____
- Address: _____

Broker: New Texila Traders Inc

By: Ashfaq Khan

Title: President

Sign: Ashfaq

Address: 39 Lambiance Ct,
Highland Park, NJ 08904

- **Carrier must SIGN AND FAX this broker-carrier agreement and send it along with a completed W-9, copy of carrier authority, and insurance certificate listing New Texila Traders Inc as the Certificate Holder 551 301 1344 .**

CARRIER PROFILE

Carrier Legal Name _____

DBA _____ MC# _____

Physical Address _____

Business Phone # _____ Business Fax # _____

Toll Free # _____ After Hour # _____

Dispatch Email # _____

INSURANCE INFORMATION

Insurance Co. _____

Phone # _____ Fax # _____

EQUIPMENT INFORMATION

Total Tractor Units _____ Total Trailer Units _____

Reefer Air Ride _____ 53x102 _____ 48x102 _____ Van Air Ride _____ 53x102 _____ 48x102 _____

Preferred Traffic Lane _____

FACTORING INFORMATION

Factoring Company _____

Address _____

Phone # _____ Fax # _____

Workers Compensation Hold Harmless Letter

I _____ (Carrier) agrees to hold harmless and indemnify (New Texila Traders Inc) against any award by a Workers Compensation Court or similar administrative body or court of law, arising out of claims by any employee or agent of carrier for work-related injuries.

(Name Of Officers)

(Date And Location)