



**DREW'S**  
UNIVERSITY

## CARRIER PACKETS & RATE CONFIRMATIONS

**(In detail)**

### I. Carrier Packets "**IN DETAIL**"

1. Broker/Carrier Agreement
2. Carrier Profile
3. MC Authority
4. W9
5. Certificate of Insurance – Sometimes Brokers want to be listed as a **Certificate Holder**

### II. Rate Confirmations "**IN DETAIL**"

1. LOAD number, REF number or Rate Con number (This identifies the load and its details for reference)
2. Carrier information (Company/driver name, cell number, MC/DOT, Truck and Trailer numbers, email and fax)
3. Load information (Size, type of equipment, # of pieces/pallets, weight, description, miles)
4. Rate (Line Haul Rate, Fuel Surcharge Rate, and Total)
5. Broker/Dispatcher notes and/or special instructions
6. Pickup(s) information (Company name, address, phone, contact person, appointment times or dock hours, and any reference or pickup numbers)
7. Delivery(deliveries) information (Company name, address, phone, contact person, appointment times or dock hours, and any reference or delivery numbers)
8. Signature and Date

I. **Carrier Packets "IN DETAIL" (\*\*\*) NOTE: PORTIONS OF CONTRACT NOT INCLUDED (\*\*\*)**

1. **Broker/Carrier Agreement – Be sure to read thoroughly to better understand terms.**

**BROKER/CARRIER AGREEMENT**

This Broker/Carrier Agreement is being entered into by and between \_\_\_\_\_  
a Registered Property, MC 20304 ("BROKER"), and \_\_\_\_\_,  
("CARRIER") as defined below, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. PARTIES**

A. \_\_\_\_\_ is the "Broker" as that term is defined under 49 U.S.C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a freight broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 11706.

B. \_\_\_\_\_ is the "CARRIER," and hereby agrees to transport freight identified by BROKER as requiring transportation services.

C. BROKER and CARRIER will sometimes be referred to collectively as "The Parties."

**II. RECITALS**

1. **Term-** The term of this Agreement shall be one (1) year, commencing on the date listed above. If not cancelled by one of The Parties, the Agreement shall automatically renew itself for consecutive one year terms. The Agreement can be terminated at any time by either of The Parties with thirty (30) days written or electronic notice to the other party, provided all balances are settled, and the termination can be with or without cause.

2. **Broker Requirements-** BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license number MC-20304, but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000.00 or in such amount as may be amended from time to

**Fill out the appropriate spaces for the name of your carrier company and the month, day and year that you are completing the Broker/Carrier Agreement. (See above red arrows in the screen shot)**

3. **Broker Obligations**- Broker shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth on any Load Confirmation(s) that is issued and that supplements and amends this Agreement to the extent its terms conflict with those in this Agreement. This Agreement or the Load Confirmation also governs all accessorial services which may be required or performed. CARRIER shall not bill for any accessorial or other charge not approved in this Agreement or in any Load Confirmation(s). Rates may be amended orally but must be confirmed in writing within five working days of the modification in order to remain binding between the PARTIES. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its final destination.
  - A. BROKER agrees to arrange for the transportation of a shipper's freight with CARRIER pursuant to the terms of this Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement.
  - B. The Parties agree that BROKER'S responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of the transportation.
4. **Carrier Obligations** - CARRIER warrants that at all times during this Agreement it will act as a "motor carrier," as that term is defined under 49 U.S.C. § 13102 and any applicable federal or state regulations, statutes, decisional law or administrative law. CARRIER further warrants that at all times during this Agreement it will remain licensed and authorized by the Federal Motor Carrier Safety Administration to provide interstate transportation services or that it provides only intrastate service and complies with all applicable state registration requirements, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations.

CARRIER represents that it is in compliance with and shall maintain, during the terms of this Agreement, compliance with all applicable federal, state and local laws relating to the provision of its services including.

CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled (whether by an insurer or surety provider by CARRIER, or by any person or entity), suspended, or revoked for any reason.

- A. CARRIER agrees it will not have a U.S. DOT safety rating or evaluation of unsatisfactory or conditional. Any change in CARRIER'S safety rating requires immediate written notification to BROKER. CARRIER may not have an unsatisfactory or conditional rating under any rating system. If CARRIER'S rating becomes conditional or unsatisfactory, CARRIER is no longer authorized as a CARRIER under this Agreement.
  
- B. Upon reasonable demand, CARRIER shall provide to BROKER copies of its DOT Operating Authority, Policy of Insurance, including all endorsements, Certificate of Insurance, surety, and financial responsibility.

4A. **Food Protocols.**

All equipment provided for the transportation of food or food grade products will comply with the requirements of The Sanitary Food Transportation Act, or, to the extent that CARRIER performs services hereunder within, or to or from Canada, the Food and Drug Acts and any/all other applicable statutes and regulations, including, but not limited to the Ontario Food Safety and Quality Act, 2001, or any other jurisdiction's equivalent, and none of the equipment so provided has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials, poisons, pesticides, herbicides, or any other commodity that might adulterate or contaminate food, food products or cosmetics.

CARRIER must ensure that all personnel transporting or handling freight subject to the Food Safety Modernization Act of 2011 and its implementing regulations (collectively the "Act"), receive training required by the Act. BROKER will transmit to CARRIER, on the Load Confirmation or separately by email, the shipper's or consignee's protocols and requirements for transporting food shipments subject to the Act. CARRIER must strictly comply with all such protocols and requirements. CARRIER'S failure to comply with such protocols and requirements will permit the consignor, consignee, or broker to declare any freight transported on a shipment on which noncompliance occurred to be rejected and a total loss.

5. **Shipper-Broker Relationship**- The Parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal of a shipper.
6. **Broker-Carrier Relationship**- CARRIER agrees and acknowledges that as the motor carrier transporting a shipper's freight pursuant to this Agreement, CARRIER is an independent contractor, and not an employee, agent or principal of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER.

CARRIER must give priority to compliance with all laws and regulations and must not interpret any provision of this Agreement or request or communication from any employee or agent of BROKER, shipper, consignor, or BROKER's customer(s) to authorize or encourage, directly or by implication, CARRIER to deviate from any law or regulation applicable to CARRIER's operations as a motor carrier. BROKER will not coerce CARRIER, and any directions or instructions given by BROKER to CARRIER for the transportation of the freight shall be for information and convenience only, and CARRIER retains full control of the details of transportation of freight assigned to it under this Agreement. BROKER will not impose fines on CARRIER unless BROKER is instructed to do so by the shipper.

7. **No Broker Liability**- CARRIER agrees and acknowledges that BROKER will not be liable to a shipper for any act or omission of the CARRIER or any of its "employees" which transport a shipper's freight, as the term "employee" is defined under 49 C.F.R. §390.5 or for any of Carrier's Agents, Principals, Assigns or Subcontractors. CARRIER thus agrees and acknowledges to indemnify and hold harmless BROKER for any cargo loss or damage or for delay in the delivery

To the extent permissible under applicable federal and state law, and subject to the express monetary insurance limits in Paragraph 13 as to CARRIER and BROKER'S applicable monetary insurance limits or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, property damage, bodily injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence, culpable conduct or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

Except for CARRIERS'S liability under Paragraph 10, unless otherwise agreed in writing, and regardless of whether the Parties' insurance as referred to in this Agreement above is valid or provides coverage, the Parties' indemnity obligations shall not exceed the monetary insurance limits referred to in the paragraph above.

8. **No Broker Control-** The Parties agree that BROKER will not assert any control nor have any right to exercise control over a shipper's freight, including, but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper's freight.
9. **Carrier Liability-** CARRIER hereby assumes the liability of a motor carrier as provided in §14706 of Title 49 of the United States Code (the Carmack Amendment), and all claims for loss, damage and/or salvage will be handled and processed in accordance with 49 C.F.R. Part 370.
10. **Bills of Lading-**
  - A. For each shipment tendered to CARRIER, CARRIER will provide to the shipper a standard bill of lading that is in accordance with 49 C.F.R. §373, listing the consignor and consignee, the origins and destinations, the number of packages, the description of the freight, and the weight, volume or measurement of the freight. The Parties agree that BROKER will not be a party to the bill of lading.

C. CARRIER understands that re-brokering and double brokering may be prohibited by law and will not re-broker, assign or interline the shipments hereunder without the express written consent of BROKER prior to the shipment being tendered to any other CARRIER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER, and BROKER shall thereby be released from any further obligation to pay CARRIER. Upon Broker's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. IN ADDITION TO THE INDEMNITY OBLIGATION IN PARAGRAPH 7, CARRIER WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR VIOLATION OF THIS PARAGRAPH.

I. The Parties agree that the shipment of freight will move under the terms and conditions listed in the bill of lading, except where inconsistent with the terms of this Agreement.

II. CARRIER agrees to list itself on the bill of lading as the party in possession and control of the freight.

III. The terms and conditions of the bill of lading shall not operate to alter or modify the terms of this Agreement between CARRIER and BROKER.

IV. CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo by CARRIER

11. **Non-Solicitation of Shippers**- CARRIER agrees that it will not directly or indirectly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of two (2) years beginning with the last day such service was performed for that shipper. The Parties agree that a breach of this provision shall entitle BROKER, as reasonable liquidated damages and not as a penalty, to the full amount of commissions and/or compensation under the terms set forth in this Agreement that would have been due to BROKER had it arranged for the movement of said freight.
12. **Assignment/Modifications of Agreement**- Neither CARRIER or BROKER may assign or transfer any rights under this Agreement, in whole or in part, without the prior written consent of the other party. Further, neither CARRIER nor BROKER may amend or modify the terms of this Agreement without the prior written consent of an expressly authorized official of the other party. For BROKER, only a company official with the title of Vice President or higher is authorized to agree to amendments to this Agreement. Any amendments or modifications to this Agreement not agreed to by both CARRIER and BROKER shall be null and void.
13. **Insurance** - CARRIER shall furnish BROKER with Certificate(s) of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits:
  - A. General liability \$1,000,000;
  - B. Commercial auto or commercial motor vehicle insurance \$1,000,000, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances; hazmat carriers must have endorsement CA9948, sudden and accidental pollution coverage, and this endorsement must be shown on the Certificate of Insurance provided to BROKER);
  - C. Cargo damage/loss, \$100,000. This coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached trailers, unattended or unlocked vehicles, theft, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the CARRIER will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Furthermore, if the commodity



D. Workers' compensation with limits required by law.

Except for the higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible of any insurance policy or to limit CARRIER'S liability for contribution and/or indemnification and defense of the BROKER.

Coverage must be written with a CARRIER rated A- or better as rated by AM Best Company. When an intrastate policy is issued, BROKER must be named as an additional insured.

14. Miscellaneous

a. **Non-Exclusive Agreement:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

b. **Waiver of Provisions:**

I. Failure of either Party to enforce a breach of waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

II. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

15. Severability- If any portion or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, The Parties agree that said portion or provision of the Agreement shall be severable, and that the remaining provisions of the Agreement shall continue in full force and effect.

16. **Notices-** Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

(BROKER)

(CARRIER)



Email:  
Phone:  
Fax:



Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

17. **Force Majeure-** In the event that fire, flood, other natural disaster, war, embargo, riot, or civil disobedience prevents the performance of either BROKER or CARRIER'S obligations under this agreement, that party shall not be liable to the other party for such failure to perform.
18. **Choice of Law and Venue-** All issues concerning the construction, interpretation, validity, and enforceability of this Agreement, and any other dispute arising out of this Agreement, whether in a court of law or in alternative dispute resolution, shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee including the applicable statutes of limitations under \_\_\_\_\_ law, without giving effect to any choice of law provision applying the laws of another jurisdiction.
19. **Indemnification:** CARRIER will indemnify and hold harmless BROKER, its employees, officers, directors, agents, principals and assigns from any liability, settlements, judgments, verdicts, attorney fees or expense or any nature whatsoever arising out of any claims, demands or suits against BROKER which in any way relate to a claim of BROKER's liability or culpability for the actions of CARRIER, including negligent or improper hiring or retention of the CARRIER, its employees (statutory or otherwise) agents, principals, officers, directors, assigns or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability or any claim or cause of action recognized by any state, municipality, county or any jurisdiction, Administrative Agency, or the Government of the United States. CARRIER agrees to have insurance to cover its indemnification obligations under this section, but CARRIER's indemnification obligations are not capped by the amount of any available insurance.

**Be sure to correctly fill out the carrier section in the above screen shot. Be sure to include the name of the carrier company, the owner and/or driver, full address with city, state and zip, phone, email, and fax number if you have one. Broker section will already be pre-filled with their complete information.**

supersedes all prior agreements, representations, warranties, and understandings, whether oral or in writing.

21. **Modification of Agreement** - This Agreement and Exhibit A et seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on the effective date listed above in their respective names by their fully authorized representatives below:

BROKER	CARRIER
	
_____ Signed	_____ Signed
_____ Printed	_____ Printed
_____ Title	_____ Title

**Be sure to fill out the Carrier section of the above screen shot. Broker section will be already filled out!**

2. Carrier Profile – Sample Carrier Profile from the broker side of carrier packet in the following screen shot.  
This is standard information brokers look for!

## CARRIER PROFILE

**Instructions:** Please complete this form giving us all the information that pertains to you and your company. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

### PART 1: CARRIER GENERAL INFORMATION

COMPANY NAME: \_\_\_\_\_ DBA (If Any): \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAIN CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMERGENCY CONTACT PERSON: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

MC NUMBER: \_\_\_\_\_ YEARS ACTIVE: \_\_\_\_\_ DOT NUMBER: \_\_\_\_\_ SCAC: \_\_\_\_\_

### PART 2: EQUIPMENT TYPES

**Number and Type of Trailers:** 53' VAN: \_\_\_\_\_ 53' REEFERS: \_\_\_\_\_ 48'/53' FLATBED: \_\_\_\_\_ POWER ONLY: \_\_\_\_\_

Truck #'s: \_\_\_\_\_ Trailer #'s: \_\_\_\_\_

**Trailer Accessories for your specific equipment types (Dry Van, Reefer, and Flatbed):**

\_\_\_\_\_

OTHER TYPES: \_\_\_\_\_

**PLEASE LIST THE BROKERS THAT YOU ARE ALREADY SET UP OR APPROVED WITH BELOW:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. MC Authority

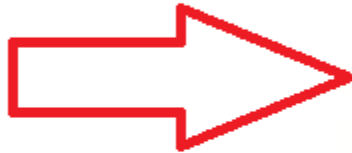


U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590



LICENSE



This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

**MC Authority in the above screen shot. Arrows dictate where the Service Date and Carrier information goes.**

4. **W9 – W9 form to fill out. Arrows in the following screen shot shows areas to fill out for Personal (1) and Business Name, DBA (2), Business Type (3), Address (5, 6), SSN or EIN (Part I), and a place to sign and date (Part II). This W9 is for the carrier to fill out and is used for tax purposes!**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>									
Part or type Specific instructions on page 2	<b>1</b> Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.										
	<b>2</b> Business name/disregarded entity name, if different from above										
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate										
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>										
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)									
	<b>6</b> City, state, and ZIP code										
	<b>7</b> List account number(s) here (optional)										
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 3 for guidelines on whose number to enter.											
<table border="1" style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> </td> <td style="text-align: center;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </td> <td style="text-align: center;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </td> </tr> </table>		<b>Social security number</b>		<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<b>or</b>		<b>Employer identification number</b>		<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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<b>Part II Certification</b> Under penalties of perjury, I certify that:											
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and											
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and											
3. I am a U.S. citizen or other U.S. person (defined below); and											
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.											
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.											
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶									

5. COI (Certificate of Insurance), sometimes with the specific broker you are currently dealing with as the certificate holder. – Prior to a brokerage receiving a certificate of insurance from a carrier, some brokerages (not all, but some) may request that the carrier add the brokerage as a “Certificate Holder” on the Certificate of Insurance. If that is the case, the following form can be filled out requesting that information. All that is required is indicated by the red arrows below: a place for the name of the insurance company of the carrier as well as the insured person’s name, which is usually the carrier themselves; a space where the name of the brokerage, who is asking to be a certificate holder, goes with their complete street address, city, state and zip; and finally, a place where to send this information to, either email or fax, usually back to the insurance company of the carrier.

**ACORD®** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
5/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>     	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No.):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>INSURER AFFORDING COVERAGE</b> <b>NAIC #</b> 
<b>INSURED</b>     	<b>INSURER A:</b> _____ <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____



**COVERAGES** **CERTIFICATE NUMBER: 1876136959** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSD	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____								EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Auto Liability Contingent Cargo Liability Transportation Broker E&O								\$1,000,000 Limit \$5,000 Ded. \$100,000 Limit \$1,000 Ded. \$100,000 Limit \$0 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>D. Mark Brown</i>

ACORD 25 (2014/01)

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Once the certificate of insurance is completed by the insurance company, you will see the area with the red arrows corresponding to them filled out accordingly: **Producer** is the name, address, etc. of the insurance company; **Insured** is the carrier named on the insurance policy; **Contact name** is the name of the insurance agent assigned to this particular insurance policy; type of insurance, policy numbers and limits; and area or block for the “Certificate Holder”; and finally, a signature by the authorized representative.



II. Rate Confirmation **"IN DETAIL"**

The Rate Confirmation will usually have the following information already pre-filled out by the Freight Broker. It is up to you (the dispatcher) and the carrier you are dispatching for to decide if you agree with the Line Haul Rate

- 1. LOAD number, REF number or BOL number (This identifies the load and its details for reference)**
- 2. Carrier information (Company/driver name, cell number, MC/DOT, Truck and Trailer numbers, email, and fax)**
- 3. Load information (Size, type of equipment, # of pieces/pallets, weight, description, miles)**
- 4. Rate (Line Haul Rate, Fuel Surcharge Rate, and Total)**
- 5. Broker/Dispatcher notes and/or special instructions**
- 6. Pickup(s) information (Company name, address, phone, contact person, appointment times or dock hours, and any reference or pickup numbers)**
- 7. Delivery(deliveries) information (Company name, address, phone, contact person, appointment times or dock hours, and any reference or delivery numbers)**
- 8. Signature and Date**

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**Rate Confirmation**

Carrier: \_\_\_\_\_ Load # \_\_\_\_\_  
Phone # \_\_\_\_\_ BOL: \_\_\_\_\_  
FAX# \_\_\_\_\_ Ref. #: \_\_\_\_\_  
Miles: \_\_\_\_\_ Pieces: \_\_\_\_\_  
Weight: \_\_\_\_\_ Pallets: \_\_\_\_\_  
Commodity: \_\_\_\_\_

**Shipper Address:**

**Consignee Address:**

\_\_\_\_\_

\_\_\_\_\_

Load Date/Time: \_\_\_\_\_ am pm  
To: \_\_\_\_\_ am pm

Load Date/Time: \_\_\_\_\_ am pm  
To: \_\_\_\_\_ am pm

**Extra pick ups or stops: Total Number:**

Type	Name/PO#	Address	Phone	Date Range
Stop/ Pick	_____	_____	_____	_____
Stop/ Pick	_____	_____	_____	_____
Stop/ Pick	_____	_____	_____	_____

**Carrier Pay:**

Line Haul Rate: \_\_\_\_\_  
Pallet Charges: \_\_\_\_\_ Stop Charges: \_\_\_\_\_ Loading/Unloading: \_\_\_\_\_  
Other: \_\_\_\_\_ (description) \_\_\_\_\_ LHP initials required \_\_\_\_\_

Broker: \_\_\_\_\_

**Other Terms:** \_\_\_\_\_

Name/ Print: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**I hope that this eBook provided a better explanation to some of the “pain points” that dispatching can present. As we grow and develop in our dispatching journey, these practices and concepts will become second nature to dispatchers, as they will be performing them on a routine basis.**

**The purpose of this particular eBook was for getting a better understanding of the carrier packet and rate confirmation processes, as these are necessary to successfully book a load.**

**As always, I wish everyone much success in their dispatching journey!**