



Attention New Carriers

We need the following information in order to get you set up with Tandem Logistics, LLC.

- 1.) Certificate of Insurance
- 2.) Proof of Hauling Authority
- 3.) Copy of your W-9
- 4.) Signed Contract (page 3 & 4 of this document)

Before payment is sent:

We need you to add Tandem Logistics, LLC as a certificate holder and additional insured on your insurance coverage, with the following address:

**Tandem Logistics, LLC.
PO Box 90
St Louis, MI 48880**

Insurance Certs must to be FAXED to: **219-872-3626**

Or emailed to: tbrooks@tand-logistics.com

Our MC# is 531898

Please check out our
live load board at
www.tand-logistics.com

Thank you.

Tandem Logistics, LLC – Company Information

<u>Contacts</u>	<u>Phone</u>	<u>Fax</u>	<u>Office</u>
Dispatch			
Teresa Brooks	800-348-8532 x8125	219-872-3626	Michigan City, IN
Corky Evers	423-629-7001	423-629-7004	Chattanooga, TN

<u>Accounts Payable</u>	<u>Phone</u>	<u>Fax</u>	<u>Office</u>
Sherah MacLaren	800-232-6748 x8223	989-681-2216	St. Louis, MI

<u>Billing Address</u>	<u>Insurance Certificate Holder Address</u>
Tandem Logistics, LLC P.O. Box 90 St. Louis, MI 48880	Tandem Logistics, LLC P.O. Box 90 St. Louis, MI 48880

<u>Authority Address</u>	
1111 U.S. Highway 20 West Michigan City, IN 46360	Associated with Tandem Transport Corp. MC # 156133

Federal ID# 20-3203230	SCAC: TDGE
Bank Reference: Greenville Community Bank, Greenville, MI 616-754-5100 Lori Hawes	
Credit References: Comdata 800-226-3896 David Costello	

48 Hour Quick Pay Available
3% + \$15 Comdata service charge if paid via Comcheck
3% if paid via company check in US Postal Service within 48 hours
\$25.00 Minimum Service Fee

Direct Deposit – ACH Electronic Payment Available
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PLEASE FAX YOUR CARRIER INFORMATION TO: 219-872-3626 OR E-MAIL TO: tbrooks@tand-logistics.com

BROKER AGREEMENT

Agreement made this _____ day of _____, 20____, shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____ (hereinafter referred to as Carrier) and **TANDEM LOGISTICS, LLC** 1111 W. US Hwy 20, Michigan City, IN 46360 (hereinafter referred to as Broker), a licensed property broker pursuant to Docket No. MC-531898-B.

1. TERM The term of this Agreement shall be for the (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. Carrier represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein as a contract carrier, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services.
3. SPECIFIED SERVICES CARRIER'S services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein.
4. RECEIPTS AND BILLS OF LADING Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or alternatively, by BROKER'S customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of its obligations and responsibilities with respect of any shipment made hereunder. Such receipt shall be prima facia evidence of receipt of such shipment in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of the product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of the Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading, manifest or other receipt.
5. CARRIER'S OPERATION AND EMPLOYEES CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.
6. INDEMNITY CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to person (including death) and for damages to property arising out of or in connection with CARRIER'S failure to comply with the terms of this Agreement of CARRIER'S loading, handling, transportation, unloading or delivery of any shipments made hereunder.
7. INSURANCE CARRIER warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than [\$100,000] per shipment; (b) Carrier shall maintain public liability insurance for personal injury (including death) and property damage in the amount of not less than [\$1,000,000] per occurrence, and any additional insurance that may be required by applicable law, with such coverage's being primary without right of contribution from any other insurance Broker or any Shipper may carry. CARRIER will cause BROKER to be named as certificate holder and an additional insured on such insurance, and furnish to BROKER written certificates obtained from the insurance carrier showing that such has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies. In addition, CARRIER shall provide BROKER with a certificate of insurance showing that it has obtained statutory workers compensation for all employees that may be performing services under this Agreement. In addition, CARRIER agrees to indemnify, defend and hold BROKER harmless from any claim, damages, cause of action or expense related to any injury incurred by CARRIER or its employees or agent during the term of this Agreement.
8. FREIGHT LOSS, DAMAGE OR DELAY BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER'S delay in providing service, within twenty-four (24) months of the delivery date of this shipment, or, if no delivery, the date of governed by 49 C.F.R., 1005 et seq. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments being transported by CARRIER under this Agreement. In addition, however, CARRIER shall be liable to BROKER or BROKER'S customer for all economic loss, including consequential damages, that are incurred by BROKER or BROKER'S customers for any freight loss, damage or delay claim.

9. WAIVER OF CARRIER'S LIEN CARRIER shall not withhold any goods of BROKER'S customer on account of any dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER'S customers in the possession or control of CARRIER.
10. PAYMENTS CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges agreed to on Broker's load confirmation sheet or other written documents signed and agreed to by CARRIER and BROKER. Payment by BROKER will be made within (25) days of receipt by BROKER of CARRIER'S freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agrees that the rate paid by BROKER and collected by CARRIER shall be the agreed upon the contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, or BROKER'S customers. BROKER may deduct from any payment any amount CARRIER is indebted to BROKER including freight loss, damage and delay claims.
11. CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S effort, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12)_ months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.
12. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classification and schedules published, filed or, otherwise maintained by CARRIER. This Agreement shall be binding upon and endure to the benefit of the parties hereto.
13. SEVERABILITY In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be sever able and that the remaining provisions of this Agreement shall continue in full force and effect.
14. WAIVER CARRIER and Shipper expressly waive any and all rights and remedies allowed in 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to assist upon CARRIER'S performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER'S rights or privileges herein.
15. DISPUTE RESOLUTION This Agreement shall be subject to the laws of the State of Indiana, and any lawsuits resulting from the interpretation of this Agreement or due to a dispute between the parties must be brought in LaPorte County, Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duty authorized representatives as of the date first above written.

Tandem Logistics, LLC
Broker

Carrier

By: _____

By: _____

Its: _____

Its: _____



Tandem Logistics, LLC

Michigan City, IN

219-874-6271 fax 219-872-3626 tbrooks@tand-logistics.com

Carrier Name: _____

Contact Name: _____

Email Address: _____

Contact Name: _____

Email Address: _____

Phone# _____

Fax # _____

MC # _____

Quantity: Vans ____ Reefers ____ Flats ____ Steps ____

We would like to email you notices about our loads in your area. Please circle Origin and Destination states that you serve.

Origin States (Circle Those That Apply)

Zone1 : CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT

Zone2 : KY, OH, VA, WV

Zone3 : IL, IN, MI

Zone4 : AL, FL, GA, MS, NC, SC, TN

Zone5 : MN, MT, ND, SD, WI

Zone6 : CO, IA, KS, MO, NE, WY

Zone7 : AR, LA, NM, OK, TX

Zone8 : CA, AZ, ID, NV, OR, UT, WA

Canada : AB, BC, MB, NB, NF, NS, NT, ON, PE, QC, SK, YT

Destination States (Circle Those That Apply)

Zone1 : CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT

Zone2 : KY, OH, VA, WV

Zone3 : IL, IN, MI

Zone4 : AL, FL, GA, MS, NC, SC, TN

Zone5 : MN, MT, ND, SD, WI

Zone6 : CO, IA, KS, MO, NE, WY

Zone7 : AR, LA, NM, OK, TX

Zone8 : CA, AZ, ID, NV, OR, UT, WA

Canada : AB, BC, MB, NB, NF, NS, NT, ON, PE, QC, SK, YT

Fax back to: 219-872-3626

Or email to: tbrooks@tand-logistics.com