

# HAULING AGREEMENT

## AGREEMENT BY CARRIER TO ADOPT BROKER'S ESTIMATE AS ITS OWN

This is a "409 Agreement" pursuant to 49 CFR §375.409

This agreement is made and entered into between:

**VERIZON VAN LINES LLC, MC# 706507**

9045 La Fontana Blvd #215

Boca Raton FL, 33434

AND

**Carrier/Haulers Name** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**U.S. DOT#** \_\_\_\_\_

For the purpose of establishing standard operating procedures and compensation in connection with the exchange of shipments between motor carriers and/or freight forwarders, the parties agree with each other as follows in this agreement. All terms, conditions, services and rates as published in the governing tariff have been independently established and formulated at the sole discretion of Broker without any consultation, input, advice or consensus of any carrier or other third party. Booked estimates are available to any eligible carrier in Broker's network of qualified carriers. Broker's tariff rates, service, charges, terms and conditions are non-negotiable as booked jobs are available "as is" to all qualified carriers.

**1) Definitions:** The following terms used in this Agreement are defined as follows

- A. "Broker" means a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier. Motor carriers, or persons who are employees or bona fide agents of carriers, are not brokers within the meaning of this section when they arrange or offer to arrange the transportation of shipments which they are authorized to transport and which they have accepted and legally bound themselves to transport.
- B. "Carrier" or "Hauler" means a for-hire motor carrier engaged in the interstate transportation of household goods.
- C. "Services" and "Instrumentalities" shall be deemed to include:
  - i. Transportation by Hauler of household goods and used automobiles tendered to the Hauler containerized or uncrated; all services incident thereto, including pickup, delivery to residence or destination agent designated by Broker, loading and unloading of the freight, packing and unpacking, obtaining necessary shipping orders, issuance of receipt of bill of lading collection, and remittance of and receipt for prepaid charges, transmission of billing papers, obtaining delivery receipts, obtaining an original endorsed bill of lading, obtaining and remitting to Broker certified check, or money order in payment of COD shipments, presentations of Brokers freight bill, collection and remittance of Brokers charges and
  - ii. The provision, maintenance and operation of all facilities equipment and personnel incident to the performance of a complete transportation service in any one or all of the types of movements specified in this section.

- D. "Shipper" or "Customer" means the customer or customer's agent or representative who engaged the carrier to perform interstate domestic moving services.
- 2) Term:** The term of this Agreement is for one year and shall automatically renew for successive one year periods unless either party provides the other with written notice via certified mail of its intention to terminate this Agreement at least thirty (30) days prior to the annual anniversary renewal date of this Agreement.
- 3) Applicability:** This Agreement shall apply to all transportation and all other services ordered by the Customer, estimated by the Broker and adopted by Hauler as its own estimate (including, without limitation, packing/unpacking services and transportation services provided by Hauler pursuant to its authority to operate as a common and/or contract carrier of household goods). Broker shall not be obligated to provide Hauler with any services, and shall provide Hauler only with those services which it elects to provide in its sole discretion. This Agreement shall not be construed as requiring or authorizing either party to render services beyond the scope of its operating authority. Hauler represents that it is a duly registered and insured carrier in interstate commerce with the Federal Motor Carrier Safety Administration ("FMCSA") and/or intrastate commerce with the appropriate state regulatory agencies. Broker represents that it is properly licensed and bonded in accordance with the rules and regulations of FMCSA.
- 4) Payment:** Broker shall receive all deposits or advance payments paid by customers. Hauler must collect the balance of all shipments in cleared funds as COD upon delivery to the customers, unless Broker gives Hauler advance written notice to the contrary.
- 5) Carrier's Obligations:** In consideration for the direction of transportation services by Broker to Hauler, Hauler agrees to perform the following obligations:
- A. To perform all services and conduct itself in a skilled, professional, ethical, safe, expeditious and courteous manner at all times. Hauler shall not use profanity or make insults or threats against any customer, anyone associated with the customer or any property in any manner.
  - B. To operate its motor vehicle equipment in a proper and lawful manner, and to maintain the equipment in good, safe and lawful operating condition at all times.
  - C. To employ in the operation of such vehicles and equipment fully qualified personnel and to procure and maintain such licenses and permits as are required by federal, state and local authorities with respect to such transportation services.
  - D. To weigh all shipments when transported on a weight based estimate for charges.
  - E. To comply with all of the provisions of all federal (including FMCSA), state and local laws, rules ordinances and regulations to the extent they govern Hauler's operations and its performance pursuant to this Agreement, including without limitation, the rating schedule
  - F. To charge for its hauling services by weight and mileage, subject to the governing tariff. Hauler agrees to adopt the Broker's estimate as its own estimate and to follow all of the estimate and tariff terms, conditions, and guidelines on all moves. Broker shall have the right to determine whether any late fees, and accordance with the tariff, may be charged as well as the amount of such charges and such determination shall be binding on Hauler.
  - G. To relinquish possession of the customer's shipment if the customer pays a total of one hundred ten percent (110%) of a non-binding estimate or 100% of a binding estimate at the time of delivery of the shipment, prior to unloading.
  - H. To keep Broker informed as to applicable rates, charges and policies of Hauler
- 6) Schedule of Service and Discounts:** The Schedule of Service and Discounts applying to the transportation services on crated and uncrated household goods and related accessorial services in connection therewith are subject to the rates as provided to hauler by Broker, and shall not exceed those rates, unless additional weight is hauled or additional accessorial services are required. If any tendered shipment exceeds the estimated weight or additional accessorial charges apply, Hauler concedes that Broker and their underlying shippers are to be given and will apply the rates to such additional services and/or weights as provided by Carrier, and such rates will be applied at the same discount as the estimate given. Hauler shall advise Broker in writing of

the actual weight of the shipment, for weight based estimates and all other services for customers within twenty four (24) hours of pickup from the customer. Carrier agrees to supply Broker with the weight tickets, inventory and any addendum to the bill of lading. Any discounts originally quoted to the customer shall be applied to the new price as determined by Broker. Carrier will adopt the estimates as its own. Carrier understands if the weight or service exceeds the estimate or revised estimate, Carrier may only collect one hundred ten percent (110%) of the non-binding estimate or 100% of a binding estimate from the customer at the time of delivery and must bill the customer no sooner than thirty (30) days of the balance.

- 7) Brokers Commission:** Broker shall be compensated for sales and related services at a rate of 20 percent of the discounted line haul charges, excluding any fuel surcharge, insurance surcharge additional insurance charges and third party services.
- 8) Cancellation due to Hauler's Negligence:** If at any time a shipment cancels due to Hauler's negligence, Hauler will be responsible to pay Broker its third party fee and twenty percent (20%) of the discounted line haul rate.
- 9) Inability to Service Shipment:** If at any time Hauler agrees to accept a shipment and then determines that it cannot service the shipment, Hauler is responsible to forward the shipment order back to Broker no later than (4) business days prior to the shipment's first load date. If Hauler fails to do so, then Hauler is responsible to get the load serviced with a qualified agent of Broker. If a qualified agent cannot be located to service the shipment, Hauler may forward the shipment to a company chosen by Hauler so long as Hauler obtains the prior written consent of Broker, which consent shall be in Broker's sole discretion. If Hauler fails to obtain Brokers written consent before using another company to service the shipment, then Hauler shall assume full and complete responsibility and liability for the shipment and shall defend, indemnify and hold harmless the customer and Broker, its shareholders, directors, officers, employees and agents from any and all actions, claims, demands, suits, losses, damages, delays, liabilities, penalties, fines, costs and expenses (including all responsible attorneys fees and costs, including those incurred on appeal) arising out of or in any way related to the shipment.
- 10) Quality Assurance:** To ensure the highest quality of service and to protect the customer, Broker has set forth standards and policies which Hauler agrees to abide by. Furthermore, Broker, at its discretion, shall have the right to intercede on behalf of the customer to mediate any dispute other than damage or lost items claims that may arise with Hauler.
  - A. Service Dates:** Hauler agrees that Broker, whenever possible and without special considerations by its customer, shall use the following table to determine the Normal Mileage Of Shipment, which Hauler acknowledges is recognized as standard load and delivery schedules in the industry.

**Loading Schedule**

**Shipment Weight & Schedule**

1,000-2,499 lbs.	2 days
2,500-4,999 lbs.	2 days
5,000 lbs. or over	2 days

**Delivery Schedule (in number of days)**

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	<u>1-500</u>	<u>501-800</u>	<u>800-1200</u>	<u>1201-1600</u>	<u>1601-2000</u>	<u>2001-2500</u>	<u>2501-2900</u>	<u>2901&amp;over</u>
1,000-2499lbs.	0-12	2-13	2-14	3-15	4-16	5-17	6-18	7-19
2,500-4,999lbs.	0-10	2-12	2-13	3-14	4-15	5-16	6-17	7-18
5,000-6,999lbs.	0-7	2-9	2-11	3-11	4-12	5-13	6-14	7-15
7,000-9,999lbs.	0-5	2-8	2-9	3-10	4-11	5-12	6-13	7-14
10,000-13,999lbs.	1-4	2-6	2-7	3-8	4-9	5-10	6-11	7-12
14,000lbs or over	1-3	2-5	2-6	3-7	4-8	5-8	6-9	7-10

1. Upon Haulers written acceptance of a shipment, Hauler shall render the service(s) within the agreed upon dates, as stipulated by the estimate and as set forth herein. Hauler shall be responsible to ensure feasibility of meeting such dates prior to accepting a shipment. Should Broker receive special instructions or requests by the customers on the service dates and forwards the same Hauler in written form (listed on Brokers Job Acceptance Form) and should Hauler accept the shipment and the dates associated therewith as evidenced by Hauler signing the Job Acceptance Form, then the following shall apply:
  - A) Hauler shall not use the tariff mileage of shipment table as a defense for any delay in service and will be responsible for any delay claim or the consideration thereof, to the customer.
  - B) If, in the period of the delay, a verbal arrangement has been made between the customer and Hauler, then Hauler shall procure a signed and date revision as soon as possible and remit a copy to Broker.
  - C) If Hauler claims a force majeure event caused any delay in service(s) then Broker may require proof of such claim, in its sole discretion, and Hauler agrees to furnish documentation of its claim within five (5) days of request from Broker. If Hauler fails to furnish such documentation within such five (5) day period, then Hauler's claim shall be denied.
  - D) Immediately upon learning of the possibility of any delay or service failure, and prior to the occurrence of such delay failure, Hauler shall immediately communicate with Broker regarding such possible delay or service failure and provide Broker with any requested information.

**B. Documentation Provision:** Hauler agrees that in all tendered shipments, it shall prepare a detailed and accurate inventory list and shall provide to the customer and the Broker, a copy of weight scale tickets (both net and gross weight of shipment) upon weight of the shipment, along with a copy of the Bill Of Lading, the inventory list and any applicable rate

sheet reflecting additional services required or requested and to be collected for. The Broker may use such documentation for review, records keeping and rating purposes. Upon delivery of the shipment, all associated documentation shall be made available for Broker for said purposes

**C. Additional Services Required:** Hauler agrees that if additional services are needed but are neither included in the estimate nor expected at the time the shipment is accepted by Hauler, Broker shall re-rate all shipments with a revised written estimate at the current tariff prices and discounted rates provided by the tariff. Furthermore, Hauler agrees that Broker reserves the right to rate each and every shipment as Broker may desire, so long as such rating does not exceed the initial discount(s) applied.

**D. Dispute Resolution:** Hauler agrees that Broker reserves the right to attempt any non-legal mediation between the customer, Broker and Hauler, and shall do so in the best interest of commerce. Hauler further agrees to fully cooperate with Broker and shall provide Broker with all information regarding the shipment and conversations with the customer. If Hauler resolves any dispute with the customer outside Broker's attempts, then Hauler shall immediately notify Broker of the resolution and the disposition reached.

**11) Claims:** Hauler guarantees that all claims by any customer for lost or damaged goods or delay in pickup or delivery will be settled, or a firm settlement offer made, within ninety (90) days if receipt by Hauler of a completed, fully supported claim at the following address:

**Street:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_. If a completed claim is not resolved, or a firm settlement offer is not made, within ninety (90) days of receipt and Broker has to process the claim, then the hauler will be charged the refund amount. Hauler's maximum liability will be based upon the valuation option selected by the customer and the governing law. In addition, Hauler agrees to pay the customer thirty dollars (\$30.00) per day for any delay issues on pick up or delivery.

**12) Liability:** Hauler shall defend, indemnify and hold harmless Broker from any and all actions, claims, demands, suits, losses, damages, delays, liabilities, penalties, fines, costs or expenses (including all reasonable attorneys fees and cost, including those incurred on appeal) arising out of or in any way related to Hauler's performance under this Agreement and to any packing, move, unpacking, storage or other services or instrumentalities performed by the Hauler for any customer. The Hauler agrees to the following.

- A.** Hauler shall obtain and maintain at its sole expense (i) insurance for its tractors and cargo with limits of at least seven hundred fifty thousand dollars (\$750,00) and twenty thousand dollars ( \$20,000), respectively with zero deductables, (ii) comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) for any one claim an in the aggregate, and (iii) such other insurance reasonably require by Broker. All such insurance shall be issued by companies rated "A" by Best Ratings Service. Hauler shall provide a certificate of insurance to Broker evidencing the required insurance obtained and maintained by Hauler, listing Broker and the insurance company of Broker's choice as additional insured and providing Broker with at least thirty (30) days written notice prior to any termination, cancellation, lapse or modification of any such policy. Notwithstanding these insurance requirements, any liability of Hauler shall in no way be limited by such policies of insurance.
- B.** Hauler's liability to customers for damage or loss to COD will be limited to the greater of the declared value or sixty cents (.60) per pound per article or as otherwise dictated by law. In the event that Broker and/or the customer elects full valuation of the customer's shipment (otherwise known as "A Full Replacement Coverage"), any claims on such shipments for lost and/or damaged articles will be processed through any third party insurance company

- C. Hauler agrees if there is third party insurance on an order, it shall provide Broker with all documentation for any claims which Broker requests. If Hauler fails to provide the documentation, it is responsible for the greater of sixty cents (.60) per pound or the full value of the claim including but not limited to Broker's administrative cost and attorney fees.

**13) Non-Solicitation:** Hauler recognizes and agrees that Broker has devoted substantial money and resources to establish its customer base and has a legitimate, protectable interest in its customer base, marketing efforts, trade secrets and other confidential information, customer relations and goodwill. Accordingly, Hauler agrees that it shall not, directly or indirectly, engage or participate, or attempt to engage or participate, in any act which constitutes

- A. Soliciting, encouraging, convincing, or otherwise causing any person who hired Broker for the purpose of providing any Services or instrumentalities to cancel its contract with Broker or otherwise obtain any Services or instrumentalities from Hauler or any other moving company; or
- B. Soliciting, encouraging, convincing, assisting or otherwise assisting any person who as an employee, consultant, independent contractor, or agent of Broker to compete with Broker, to perform services for or on behalf of any competitor of Broker, to stop performing services for or on behalf of Broker, to change or otherwise affect the quality or quantity of their services to or on behalf of Broker, or to change the cost, price, or any other term or condition of such service.

This section of this Agreement shall survive the expiration and/or termination of this Agreement.

**14) Default:** Any breach of any provision of this Agreement, or any failure of Hauler to follow any direction of Broker in connection with this Agreement, shall constitute a default hereunder. Broker shall provide Hauler with written notice of such default. If Hauler fails to cure such breach within five (5) days following any monetary default or fifteen (15) days following any non-monetary default, Broker may terminate this Agreement. During any such cure period, Broker retains the right to suspend this Agreement based on the nature of the offense(s) until such time as the offense(s) have been corrected to the sole satisfaction of Broker.

**15) Governing Law:** This Agreement shall be governed by the internal laws of the State of Florida without regard to principles of conflicts law. Jurisdiction and venue shall be in Broward County, Florida. If Hauler does not maintain a registered agent in the State of Florida, then Hauler agrees to accept service of process by U.S. Mail.

**16) Entire Agreement:** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties. The provisions of this Agreement may not be amended, supplemented or waived orally but only by a writing signed by the parties and making specific reference to this Agreement. In the event of any conflict between this Agreement and any other document, the terms of this Agreement shall control even if the other document states that its terms control.

**17) Relationship of the Parties:** The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

**18) Interpretations:** This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed to its preparation.

**19) Time of the Essence:** Time of performance of each provision of this Agreement is of the essence of this Agreement.

**20) Binding Effect:** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

**21) Severability:** If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**22) Waivers:** The failure or delay of any party at any time to enforce this Agreement shall not affect such party's right to enforce this Agreement at any other time. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any other circumstance.

**23) Enforcement Costs:** In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

[Signature page to follow]

## Signature Page

By signing below, I/we hereby acknowledge and agree to the terms and conditions set forth in this contract. I/we hereby release, indemnify and hold harmless, Verizon Van Lines LLC and its shareholders, directors, officers, agents and/or affiliates from any and all liabilities, claims or wrongdoing arising from our performance of services under the terms of this Agreement, I/we further agree to release, indemnify and hold harmless Verizon Van Lines LLC, its shareholders, directors, officers, agents and/or affiliates from any monetary damages or loss if Hauler operates outside the scope of this Agreement or the applicable law.

**VERIZON VAN LINES LLC, MC# 706507**

9045 La Fontana Blvd #215

Boca Raton FL, 33434

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

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

**Date:** \_\_\_\_\_

**Hauler Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Ste:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

THE UNDERSIGNED, BEING AN OWNER OR HAULER, AGREES TO GUARANTY TO BROKER ALL OBLIGATIONS OF HAULER IN THIS AGREEMENT IN THE EVENT ANY OF THE FOLLOWING OCCURS: (A) HAULER CEASES DOING BUSINESS FOR ANY REASON, OR (B) THE INSTITUTION OF ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDINGS AGAINST HAULER, OR THE APPOINTMENT OF A RECEIVER OVER A SUBSTANTIAL PORTION OF HAULER'S ASSETS. THE UNDERSIGNED SHALL PAY ALL SUCH MONETARY OBLIGATIONS TO BROKER WITHIN FIVE (5) DAYS OF WRITTEN DEMAND. IN THE EVENT THAT BROKER MUST HIRE AN ATTORNEY TO COLLECT ANY AMOUNT DUE, THEN THE UNDERSIGNED AGREES TO PAY BROKER'S REASONABLE ATTORNEYS FEES AND COSTS (INCLUDING THOSE INCURRED ON APPEAL).

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

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

**Address:** \_\_\_\_\_

## Verizon Van Lines Accessorial Rates

Packing & Accessorial Charges upon request

	Truck	On site
Boxes/ standard	\$10.00 Per Unit	\$15.00
Picture Box	\$20.00 Per unit	\$25.00
Wardrobe Boxes	\$18.00 Per unit	\$22.00
Mirror Boxes	\$22.00 Per unit	\$25.00
Dish/pack	\$20.00 Per unit	\$25.00
Mattress Covers	\$10.00 Per Unit	\$12.00
Piano Up Right	\$100.00 Per Unit	
Piano Baby Grand	\$350.00 Per Unit	
Piano Grand	\$500.00 Per Unit	
Pool Table	\$400.00-\$700.00 Per Unit	
Hot Tub	\$400.00-\$1000.00	
TV Prep 12"-26"	\$25.00	
TV Flat Panel Prep 26"-37"	\$40.00	
TV Flat Panel Prep 38"-70"	\$75.00	
TV Plasma Prep	\$100.00	
Ride on Lawnmower	\$100-150.00	
Motorcycle	\$100.00	
Long Carries	Subject to Weight and distance	
Stairs Landings /Flights	\$75.00 Per	
Grandfather Clock	\$175.00	
Grandmother Clock	\$75.00	
Labor/Rate	\$75.00 Per Man/ Per Hr	

Storage Rates/SIT                      \$300.00 Minimum to 4,000 lbs or \$.7 cents per Lb per 30 days

Verizon Van Lines Has provided this list of additional charges for informational purposes only. These charges may not be applicable to your move and would incur only if these services are requested, or if these items are included in your items list to be moved. If these services are not included in your estimate order for service upon pick up the carrier should indicate these additional services and charges on your bill of lading and ask that you sign for these services prior to loading. All prices include material and labor.

All Re rates will be completed by a Verizon Van Lines Dispatcher to ensure accuracy and must include weight tickets and a signed inventory including all accessorial charges as agreed upon.

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Dear Friend

P.1-2

We here at Verizon Van Lines have always done our best to bring our carriers the best paying moves taking smaller deposits then our completion in order to ensure as much.

Recently there have been huge increases in the moving leads industry some as high as 100% couple that with the home sales market and the fact that there are many moving brokers that will do anything to book a job even if that means it is impossible for you to make a profit because of it.

Verizon Van Lines will not stoop to those levels, we have surmised a plan in which we can all continue to work and prosper for the future as of October 01, 2009 there will be a 10% charge on overages including packing and weight we consider 10% very reasonable as most moving companies and or brokers are demanding 20%.

Every move transported for Verizon Van Lines as always will need to be re rated by our dispatch, carriers will need to keep a credit card on file we will fax you a credit card authorization on any moves with overages due for your approval.

This letter will be an addendum to your original 409 agreement and will need to be received signed by a corporate officer and dated in order to continue our relationship by signing this agreement you agree to these terms and understand that all overage charges will be rated at 10% due and that these charges are non refundable.

Sincerely

Bret Stevens

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**Verizon Van Lines Credit Card Authorization Form**

Company Names \_\_\_\_\_

Visa ( ) MasterCard ( ) Amex ( ) Discover ( )

Card Number \_\_\_\_\_

Exp Date \_\_\_\_\_ CCVN \_\_\_\_\_ 3-4 digit

Name as It appears On Card \_\_\_\_\_

Overage Amount @ 10% \_\_\_\_\_ Amount Authorized

Signature \_\_\_\_\_ Date \_\_\_\_\_

By signing the above agrees to the charges listed and authorizes Verizon Van lines to process the credit card listed for these charges. The charges listed are correct and non refundable as these are monies collected from third parties by the card holder on behalf on Verizon Van Lines.