

I 80 LOGISTICS LLC

Corporate Office  
600 East 60<sup>th</sup> Street  
Sioux Falls, SD 57104



Dispatch Office  
1804 Paul St  
Omaha, NE 68102  
Phone: 402-374-4022  
Fax: 402-896-1194

Carrier Information Sheet

Company Name: \_\_\_\_\_

Dispatch Contacts: \_\_\_\_\_

Dispatch Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

# of Trucks: \_\_\_\_\_ Types of Trailers: \_\_\_\_\_

MC# \_\_\_\_\_ DOT# \_\_\_\_\_

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

ATTENTION INSURANCE PROVIDER:

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide to us an Insurance Certificate showing us as a Certificate Holder regarding the above mentioned carrier.

# - BROKER-CARRIER TRANSPORTATION AGREEMENT -

Form BCTA IEZL 101 (Rev. September 5, 2013)

This BROKER-CARRIER TRANSPORTATION AGREEMENT ("Agreement" or "BCTA") is entered into the effective the date below stated by and between I-80 LOGISTICS, LLC, a South Dakota limited liability company, hereinafter referred to as "BROKER", and the truck transportation service provider identified below, hereinafter referred to as "CARRIER";

*Whereas*, BROKER is duly licensed by the Federal Motor Carrier Safety Administration ("FMCSA") as a broker of property transportation services, as shown below, and as the agent of the shipper (or owner) of goods for the control of transportation to be arranged with CARRIER under the terms of this Agreement, in accord with 49 USC 14101(b), and

*Whereas*, CARRIER is motor carrier of property (as further identified), authorized to transport general commodities, with usual exceptions, between points in the United States and is qualified, competent and willing to provide transportation services to BROKER, and for the benefit of third-party shippers; *NOW, THEREFORE, PREMISES CONSIDERED, THE PARTIES AGREE AS FOLLOWS:*

1. *Obligations of Parties:* BROKER agrees to offer for shipment and CARRIER agrees to transport by suitable motor truck equipment such quantities of property shipments as BROKER may require, subject to public demand or need. This Agreement is intended to cover and control the relationship of BROKER and CARRIER as to all such shipments offered by BROKER and accepted by CARRIER for transportation. CARRIER agrees to provide equipment for the transportation service contemplated. CARRIER will not cause or permit any shipment offered and accepted hereunder to be transported by any other motor carrier or by other third-parties (*CARRIER will not permit re-brokering of any shipment.*) Upon tender of shipments under this Agreement, CARRIER agrees to load and transport each shipment with reasonable dispatch (unless a specific delivery date has been agreed upon) and in accord with all instructions from BROKER.

2. *Rates, Commissions, Billing & Payment:* CARRIER will invoice BROKER on the basis of a "Net Rate." The Net Rate is the sum as agreed upon between CARRIER and BROKER as to each shipment (or series of shipments, if applicable) under this Agreement, to be evidenced by a Load Memo, Rate Confirmation or other written memorandum, contemporaneously prepared by BROKER. The Net Rate will be CARRIER'S full, complete and only compensation to be derived from transportation performed under this Agreement. BROKER shall have the right to determine the gross charges to be applied to the Shipper or other freight payor. BROKER may retain the balance between gross charges and Net Rate, if any, as commissions. CARRIER agrees to look only to BROKER, *and not to Shipper or any other third person*, for payment of the Net Rate. The Net Rate shall be CARRIER'S full, complete and agreed compensation, consistent with BROKER'S records. BROKER agrees to pay CARRIER the Net Rate within thirty (30) days after receipt of proof of delivery and CARRIER'S invoice. BROKER may withhold any Net Rate or other payment in the event the Shipper, consignee or Owner of any shipment withholds payment to BROKER due to any claim (or apparent claim) asserted for cargo loss, damage or other reason. BROKER has the exclusive right to invoice Shipper or other payor for gross charges (gross charges being a sum equal to CARRIER'S Net Rate plus BROKER'S commissions). CARRIER expressly waives all right to assert a lien against any shipment, whether arising under state or federal law.

3. *Independent Contractor:* The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor (except that BROKER shall be the exclusive agent of CARRIER for purposes of collecting freight charges, when Shipper pays BROKER, regardless of whether Shipper's identity is disclosed to or known by CARRIER). CARRIER'S employees or leased operators shall not be deemed the employees or agents of BROKER for any purpose. CARRIER shall have sole responsibility to determine and direct the manner, method and course of transportation service as a contract or common carrier, by motor vehicle.

4. *Documents, Cargo Liability:* CARRIER will issue each bill of lading and other shipping documents in its name, as the carrier. This Agreement shall control over inconsistent terms or provisions of any bill of lading, rules tariff or schedule, or shipping document issued by any party to this Agreement. As between these parties, CARRIER hereby assumes *all liability* for loss or damage to shipments while in CARRIER'S custody or control. CARRIER will process claims consistently with 49 CFR Part 370, having assumed by this BCTA the common carrier duty of a *virtual insurer* as to the integrity of each shipment, for the intended benefit of Shipper or Owner. CARRIER warrants that it has the requisite equipment, expertise, capacity and ability to properly transport each shipment accepted under this Agreement.

5. *Indemnification and Insurance:* CARRIER covenants and agrees to indemnify and hold harmless BROKER from and against any and all loss, damage, injury or claims (including consequential and special damages and loss to cargo) asserted by any and all persons, including but not limited to, Owner of the shipment, employees or contractors of CARRIER, or other third-parties, arising in connection with CARRIER'S performance under this Agreement. To insure the cargo against loss or damage from all risks as CARRIER has assumed under this Agreement, CARRIER shall procure and maintain at all times *all risk-legal liability cargo insurance* on all shipments equal to the full value thereof, and in an amount acceptable to BROKER. CARRIER shall further maintain at all times, in amounts as required by FMCSA, property damage and general, public and auto liability insurance on its operations and as to all performances under this Agreement. CARRIER shall obtain such insurance at its sole expense, furnish written evidence of all insurance coverage, and name BROKER as an additional insured on all liability insurance policies. CARRIER shall maintain workers compensation insurance as required by state law.

6. *Term, Termination:* This Agreement will be in effect continuously from its date until terminated by either party upon not less than thirty (30) days prior written notice to the other.

7. *Non-Interference, Interpretation, & Jurisdiction:* CARRIER agrees not to interfere with BROKER'S contractual rights and relationship with Shipper or Owner of goods, and will not directly solicit or contract with same for transportation services during the term of this Agreement, plus one year. (CARRIER is not prohibited from soliciting or contracting with accounts not introduced by BROKER, or which pre-exist this Agreement.) In the event of any violation of this covenant, then as liquidated damages and not as a penalty, BROKER will be entitled to a commission from CARRIER of 10% on all such directly-contracted freight, whether as a contract or common carrier. BROKER may use reasonable means to ascertain compliance with this Article, upon reasonable notice and request. This Agreement shall be interpreted in accordance with the laws of the State of South Dakota and the *Interstate Commerce Commission Termination Act*, as amended, other applicable federal law, or regulations of the FMCSA or other agency having jurisdiction over the parties. If any part of this Agreement is determined to be invalid or unenforceable by a Court having requisite jurisdiction of the parties (including persons having beneficial interest in performance this Agreement), such determination shall not affect the validity and enforceability of the balance of this Agreement. BROKER and CARRIER agree the South Dakota Circuit Court, Second Judicial Circuit, for Minnehaha County, SD (or alternatively, the Nebraska District Court, for Douglas County, NE) shall be the proper venue of any dispute, and such court shall have personal jurisdiction of each party. The Court shall have authority to award reasonable attorneys fees to a party substantially prevailing on their respective claims or defenses arising under this BCTA.

8. *Execution:* The parties, each through a duly authorized representative, have entered into this Agreement, intending to be bound from the dates below, and agree that this BCTA, together with any Load Memo, Rate Confirmation or other memoranda, may be accepted and given effect by means of facsimile, electronic, or scanned signatures on behalf of either or both parties:

BROKER:

I-80 LOGISTICS, LLC.

By Wendy Reeves  
Title Operations  
Date: 1/10/2022

CARRIER:

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

FMCSA MC-834561

ADDRESS: 600 E. 60<sup>th</sup> St. N.  
Sioux Falls, SD 57104

FMCSA/ICC MC- \_\_\_\_\_

Full Address: \_\_\_\_\_

804 Paul St.  
Omaha, NE 68102

**BCTA IEZL 101 K-** \_\_\_\_\_