

Federal ID Number: 45-5022081

ICC Carrier Authority: 787799

Broker Authority: 787799-B

USDOT Number: 2307042

SCAC Code: ATDD

Corporate Command Center: 2200 Norcross Pkwy

Suite 230

Norcross, GA 30071

Billing Address: P.O. Box 1108

Norcross, GA 30091

Operations & Customer Service: 770-449-4740 phone (24/7)

770-449-7120 fax

logistics@atlcourier.com (24/7)

POD's & Paperwork Carey Rieber

678-696-0024 phone 770-449-7120 fax admin@atlcourier.com

Accounts Payable Diane Jelley

770-734-1602 phone 770-449-7120 fax admin@atlcourier.com



# **Carrier Packet**

## **Required Documents:**

-To qualify as an approved carrier for ATL XPD, Inc, we will need the following items to complete our files-

- 1. Carrier Profile (must include accounts payable contact name and email)
- 2. Signed Broker Carrier Agreement
- 3. Operating Authority
- 4. Insurance Certificate with the following listed
  - 1. Certificate Holder: ATL XPD, Inc

2200 Norcross Pkwy Ste 230

Norcross, GA 30071

- --General Liability (\$1 Million)
- -- Auto Liability (\$1 Million)
- --Cargo (\$100,00)
- --Workers Comp. Certificate
- 5. W-9 (US Filled out)

### Please send via email or fax to:

logistics@atlcourier.com

FAX: 770-449-7120

If there are any questions, please contact operations at email listed above



### ATL XPD, INC

2200 Norcross Pkwy Suite 230

Norcross, GA 30071

P: 770-449-4740 F: 770-449-7120

email: logistics@atlcourier.com remit to: ATL XPD, Inc

#### **EMERGENCY CONTACT INFO**

ALT PHONE: 1-800-949-4285 X 2

# **Carrier Profile**

Company Name:		Ph #_		
Address:		Fax #	#	
***************************************		Emai	il:	
Remit to:		Webs	site:	
(if different)				
Accounts Payable Contact:	-	<b>A/P</b> ]	Ph:	
		<b>A/P</b> ]	A/P Email:	
Do you have 24hr dispatch? Yes / No		24hr 24hr	Ph:Email:	
Dispatch Personnel:		<del></del>		
Name	Name	Name	e	
MC # Fed Tax ID #_		IAC #	US DOT #	
DOT Safety Rating	TSA Approv	ed: Yes/No	SCAC	
Areas Served :				
Types of Service: [ ] Truckload [ ] LT		[ ] Straight 7	Truck [] Teams	
Types of Equipment: Vans # 48'	#53'	#Air ride	# Straight Trucks	
Flats # 48'	#53'	Reefers	Sprinter	
Cargo van #				
Drivers: # Company Drivers:	# Owner Opera	itors:	# Tractors:	



### **Broker Carrier Agreement**

by AT	Master Agreement is made on thisday of,20 between and L XPD, Inc and affiliated entities, a Georgia Corporation, MC-787799, hereinafter ated as "Broker," and, hereinafter designated as er".
WITN	ESSETH:
1.	CARRIER is a contract carrier of property authorized by Permit No.  MC (a copy of which is attached hereto and made a part hereof) to provide transportation of property to meet the distinct needs of the "Broker", and
2.	"Broker" is a duly licensed motor carrier broker, licensed to arrange for the transportation of property by License Number MC-787799 (a copy of which license is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to "Carrier" in accord with the criteria established in Dixie Midwest Express 132 M.C.C. 794 (1982), and thus is shipper under those criteria.

- 3. "Broker" shall tender for transportation and "Carrier" shall transport, subject to availability of "Carrier's" equipment, a series of shipments meaning not less than one shipment per year throughout the duration of this contract.
- 4. "Carrier" agrees to handle all freight with care and professionalism at all times while in "Carrier's" custody.
- 5. All insurance required by this agreement must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the state(s) of "Carrier" shall at all times during the life of this Agreement, carry the following insurance coverage:
  - (a) General liability and Automobile liability with combined single limit of \$1,000,000.00. Such insurance policy shall name the "Carrier" as insured with respect to liabilities for personal injury, including death, and property damage arising out of the ownership, maintenance, use or operation of the "Carrier's" Equipment. "Broker" to be listed as Certificate Holder of said insurance.
  - (b) Cargo Insurance with a minimum of \$100,000.00 to compensate "Broker", owner or consignee which property comes into possession of "Carrier" in connection with its transportation service. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by the

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Interstate Commerce Commission for filing under the statutory requirements of the above cited sections, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section.

- (c) "Carrier" shall cause its insurance carrier to issue "Broker" a standard Certificate of Insurance which shall require the insurance to give written notice ten to thirty days prior to cancellation of such insurance.
- (d) "Carrier" agrees to defend and hold harmless "Broker" against loss or damage claims on each shipment transported by "Carrier" pursuant to this contract. "Carrier" further agrees to defend and hold harmless "Broker" from any and all liability costs and damages arising out of "Carrier's" operations hereunder, including but not limited to all road, fuel and other taxes, fees or operating permits, related to the shipments transported by "Carrier" as arranged by "Broker". "Carrier" does not have to hold "Broker" harmless in the event of "Broker's" negligence.
- 6. As full compensation for the services provided by "Carrier" pursuant to the terms and conditions of this contract, "Broker" shall pay "Carrier" in accordance with the rate(s) as agreed to per written Rate Confirmation signed by both parties. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing in order to remain binding between the parties.
- 7. "Carrier" shall assume full responsibility for, and shall pay, all State and Federal taxes, assessments, insurance (including, but not limited to, workers compensation, unemployment compensation, disability, old age pension and social security insurance) and other financial obligations arising out of the transportation performed hereunder.
- 8. "Carrier" shall, on each movement, issue a uniform (standard) Bill of Lading unless provided by the shipper and the traffic shall move under the terms and conditions of the said Bill of Lading.
- 9. "Carrier" shall obtain a signed copy of said Bill of Lading, from the consignee and shall notify ATL XPD, Inc of any exclusion on any document. "Carrier" further agrees to send ATL XPD, Inc a copy of any delivery receipts and/or Bill of Lading within twenty four (24) hours of delivery at contact info below

Email: admin@atlcourier.com

Fax: 770-449-7120

- 10. "Broker" agrees to pay "Carrier" for the applicable freight charges under this contract within Thirty (30) days of the receipt by "Broker" of "Carrier's" freight bill, bill of lading, and delivery receipt. The Bill of Lading shall note that the shipments were transported by the "Carrier" acting as a carrier, and that shipment was arranged by the "Broker," acting as a broker.
- 11. "Carrier" hereby retains the services of "Broker" as its agent for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act in "Carrier's" behalf for the sole purpose of securing merchandise and accepting payment for transportation. "Carrier" authorizes "Broker" to invoice shipper, receiver consignor or consignee for

Initials	
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- freight charges as an agent for and on behalf of "Carrier". Payment for the freight charges to "Broker" shall relieve shipper, receiver, consignor or consignee of any liability to the "Carrier" for non-payment of charges.
- 12. "Carrier" shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of "Broker" and hereby waives and releases all liens which "Carrier" might otherwise have to any goods of "Broker" or its Customer in the possession or control of "Carrier".
- 13. Neither party hereto will be liable for the failure to tender or timely transport freight under this contract if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
- 14. "Carrier" shall be liable to "Broker" for loss or damage to any property transported under this contract. Such liability shall begin at the time the freight is loaded in or on "Carrier's" equipment at the point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop of party. The liability shall be for the value of the item which shall be understood to mean the replacement cost of the lost or damaged item(s).
- 15. All claims for loss and damage, and any salvage arising there from shall be handled and possessed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49 C.F.R. 1005).
- 16. The relationship of the "Carrier" to the "Broker" shall, at all times be that of an independent contractor, except that the "Broker" shall be the agent for the "Carrier" for the collection of charges.
- 17. "Carrier" shall not solicit traffic from any shipper, consignor, consignee or customer of the "Broker" where (1) the availability of such traffic first became known to "Carrier" as the result of "Broker's" efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the "Broker" was first tendered to the "Carrier" by the "Broker". If "Carrier" breaches this contract and "back-solicits" the "Broker's" customers obtaining traffic from such customers, the "Broker" is then entitled, for a period of twelve (12) months after the involved traffic first begins to move, a commission from the "Carrier" of fifteen (15) percent of the transportation revenue received on the transportation revenue received on the movement of the traffic.
- 18. "Carrier" specifically agrees that all freight tendered to it through the "Broker" shall be transported on equipment operated only under the authority of the "Carrier" and that "Carrier" shall not in any manner subcontract, broker or in any other form, arrange for the freight to be transported by a third party.
- 19. Both parties further agree that in those cases where the "Broker" determines that a "Carrier's" performance, in reference to agreed arrival times, in not in accordance with this contract, and no good justification is shown therefore, the following adjustments will be made to the rates and charges:

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Failure to arrive at destination on time, as per agreement with "Broker", up to 2 hours will result in total reduction of rates by twenty-five percent (25%)

Failure to arrive at the destination on time, as per agreement with "Broker", between 2 hours and 1 minute and 4 hours will result in total reduction of rates by fifty percent (50%).

Failure to arrive at destination on time, as per agreement with "Broker", over 4 hours will result in total reduction of rates by one hundred percent (100%).

- 20. The above reduction in pay will not be applicable for delays that are beyond the control of the "Carrier" (i.e. Traffic, Extreme Weather, Natural Disasters, etc). The "Carrier" must communicate this delay to the "Broker" immediately upon knowledge of the delay. If the uncontrollable delay is not communicated by the "Carrier" to the "Broker" with thirty (30) minutes of the delay, the reduction in rate will continue to be in effect.
- 21. "Carrier" and ATL XPD, Inc agree that signed facsimiles of this document will be accepted as a binding legal agreement.
- 22. All notices required or permitted hereunder shall be in writing, sent by U.S. Certified Mail, and deemed to have been given when so sent, addressed as listed below:

To Carrier:	To Broker: ATL XPD, Inc		
	2200 Norcross Pkwy, Ste 230		
	Norcross, Ga 30071		
Attention:	Attention: Logistics		

The terms of this contract shall com-	mence on the	day of	20	_ and
shall remain in full force and effect		` /		
date and from year to year thereafter	, <u>r</u>	· •	_	
this contract upon, not less than thirt	ty (30) days prior	written notice to the	he other party	у.
ATL XPD Inc.	CARRIER:			
2200 Norcross Pkwy				
Suite 230				
Norcross, Ga 30071		<del></del>		
		Sign		
BY:		BY:		
Title:		Title:		
Date:		Date:		