

## **MEMORANDUM**

**TO:** Carrier

**FROM:** Greenbush Logistics, Inc.

**RE: PROCEDURE FOR CARRIER CONTRACT EXECUTION**

1. This packet should contain an **Insurance Requirements Memorandum**, a **Carriage Contract**, a **Carrier Workers Compensation Acknowledgment and Waiver of Proof of Insurance Form**, a **Carrier Profile form**, and a **Sample Insurance Certificate**.
2. The **Insurance Requirements Memorandum** should be taken to your insurance agent to obtain correct coverage and the required insurance certificate. You can also provide your insurance agent with the **Sample Insurance Certificate** to help with the certificate request.
3. Greenbush Logistics, Inc. (GLI) also requires submission of a W-9. You can obtain a **W-9 form** at <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.
4. The **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form** may or may not be required of you as a contract carrier, depending on the number of employees you employ and your state's workers compensation laws. If you do not know workers compensation insurance is required, please consult your insurance agent, an attorney, or your state's Department of Labor. If you are required to have workers compensation insurance, then you must provide a certificate indicating coverage, but if you are not required to have insurance, then you must sign the **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form**.
5. The signed and dated **Carriage Contract**, the required insurance certificate, the **Carrier Profile form**, the **W-9 form**, and, if needed, the **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form**, must be returned to the address below.

Greenbush Logistics, Inc.  
Attn: Larry Barnes  
P.O. Box 638  
Abbeville, Alabama 36310

6. Upon receipt of each completed contract packet, it will be reviewed to determine if all requirements have been met. Mr. Barnes will advise you if your submission has been approved or denied.

Thank you for your attention to this important matter.

## **MEMORANDUM**

**TO:** Carrier

**FROM:** Greenbush Logistics, Inc.

### **RE: CARRIER INSURANCE REQUIREMENTS**

In an effort to aid you and your insurance agent in properly planning for and complying with the insurance requirements in the Greenbush Logistics' **Carriage Contract**, the following checklist has been included.

CARRIER shall procure and maintain, at the sole cost of CARRIER, the following insurance with an A- or better rating using the A.M. Best Company ratings in not less than the amounts specified below. The required insurance shall cover the entire geographic scope in which the CARRIER will operate under this Contract.

- Truck Liability Insurance insuring CARRIER against liability resulting from accidents causing bodily, personal, and/or emotional injury or property damage to others in a combined single limit of not less than \$1,000,000 per occurrence. The Truck Liability Insurance is to include a MCS 90 or BMC 90 endorsement covering fuel spills and other pollution issues.
- Cargo Insurance, to include tarp endorsement, insuring CARRIER against liability for loss of or damage to commodities while in the custody, possession or control of CARRIER, in an amount not less than \$50,000 for each load;
- Workers Compensation Insurance, in accordance with the laws of the state in which the CARRIER operates, does business in, is based, and/or is incorporated or organized, insuring CARRIER against liability for injury to its employees while under the control and in the scope of employment of CARRIER. However if CARRIER is not required to carry such insurance, then a form entitled **CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM** must be signed by CARRIER each year when written insurance certificates are due to be furnished to GLI.
- Each of the policies of insurance specified shall name GLI as additional insured and shall provide that (i) such insurance shall be primary with respect to all insured and (ii) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured;
- CARRIER'S insurance policy shall provide for waiver of underwriters subrogation rights against GLI, its directors, officers, employees, stockholders, subsidiaries and affiliates;
- Any deductible amounts under the foregoing policies shall be paid by CARRIER;
- CARRIER shall furnish GLI written certificates from insurance carriers establishing that the said insurance has been procured and properly maintained. All such insurance policies and written certificates shall provide that in the event of cancellation or material modification thereof, CARRIER'S insurance company shall provide GLI with written notice of such cancellation or modification at least 30 days prior to the effective date of such cancellation or modification. CARRIER'S liability shall be at full value for all shipments under CARRIER'S control, with the value being established by GLI.
- Notwithstanding the foregoing, if CARRIER meets all applicable federal requirements, CARRIER may self-insure. CARRIER shall furnish GLI with proof of self-insurance.

Certificates for all of the above types of insurance listed are required before you receive approval and may begin pulling loads. GLI looks forward to working with you in the future.

# CARRIAGE CONTRACT

THIS CARRIAGE CONTRACT ("Contract") is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "CARRIER") and GREENBUSH LOGISTICS, INC. (hereinafter referred to as "GLI").

**WHEREAS**, CARRIER holds authority from the I.C.C. or the Federal Motor Carrier Safety Administration under docket MC- \_\_\_\_\_, and/or other appropriate State Commission to operate as a motor carrier transporting general commodities such as that dealt in by GLI both intrastate and interstate;

**WHEREAS**, CARRIER desires to furnish motor carrier services through GLI;

**WHEREAS**, GLI desires to avail itself of motor carrier services from CARRIER;

**NOW THEREFORE**, it is mutually agreed by and between the parties as follows:

1. CARRIER shall follow, abide by, and adhere to any and all applicable local, state, and federal ordinances, rules, regulations, statutes, and laws, including but not limited to D.O.T. regulations.
2. GLI has distinct needs, which will be met by CARRIER through its specialized motor carrier equipment and service system on a non-exclusive basis. GLI from time to time may (but is under no obligation to) tender such freight, as agreed upon, to CARRIER and will pay compensation as agreed upon by CARRIER and GLI for each shipment. There is no minimum volume of freight contemplated by this Agreement. GLI is not restricted against tendering freight to other carriers nor is CARRIER restricted from performing transportation for third parties.
3. CARRIER shall procure and maintain, at the sole cost of CARRIER, the following insurance from insurance carriers (with an A- or better rating using the A.M. Best Company ratings) in not less than the amounts specified below. The required insurance shall cover the entire geographic scope in which the CARRIER will operate under this Contract.
  - (a) Truck Liability Insurance insuring CARRIER against liability resulting from accidents causing bodily, personal, and/or emotional injury or property damage to others in a combined single limit of not less than \$1,000,000 per occurrence. The Truck Liability Insurance is to include a MCS 90 or BMC 90 endorsement covering fuel spills and other pollution issues.
  - (b) Cargo Insurance, to include tarp endorsement, insuring CARRIER against liability for loss of or damage to commodities while in the custody, possession or control of CARRIER, in an amount not less than \$50,000 for each load;
  - (c) Workers Compensation Insurance, in accordance with the laws of the state in which the CARRIER operates, does business in, is based, and/or is incorporated or organized, insuring CARRIER against liability for injury to its employees while under the control and in the scope of employment of CARRIER. However if CARRIER is not required to carry such insurance, then a form entitled CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM must be signed by CARRIER each year when written insurance certificates are furnished to GLI.
  - (d) Each of the policies of insurance specified in this Section shall name GLI as additional insured and shall provide that (i) such insurance shall be primary with respect to all insured and (ii) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured;
  - (e) CARRIER'S insurance policy shall provide for waiver of underwriters subrogation rights against GLI, its directors, officers, employees, stockholders, subsidiaries and affiliates;
  - (f) Any deductible amounts under the foregoing policies shall be paid by CARRIER;
  - (g) CARRIER shall furnish GLI written certificates from insurance carriers establishing that the said insurance has been procured and properly maintained. All such insurance policies and written certificates shall provide that in the event of cancellation or material modification thereof, CARRIER'S insurance company shall provide GLI with written notice of such cancellation or modification at least 30 days prior to the effective date of such cancellation or modification. CARRIER'S liability shall be at full value for all shipments under CARRIER'S control, with the value being established by GLI.

(h) Notwithstanding the foregoing, if CARRIER meets all applicable federal requirements, CARRIER may self-insure. CARRIER shall furnish GLI with proof of self-insurance.

4. All shipments accepted for transportation under this Contract shall move on a uniform straight bill of lading and are subject to the terms and conditions thereof except to the extent they are inconsistent with the express terms of this Contract, in which event the terms of this Contract shall prevail. All payments for freight charges, loss and damage claims, and processing of undercharge and overcharge claims for services performed under this Contract shall be handled in accordance with and governed by the applicable motor carrier provisions of the I.C.C. Termination Act of 1995 and the Surface Transportation Board and Federal Motor Carrier Safety Administration regulations unless terms to the contrary are set out in this Contract expressly.

Further, CARRIER shall not withhold delivery of any freight due to any dispute with GLI regarding freight charges or otherwise. CARRIER waives and releases all liens which it might otherwise have to any freight in its possession. CARRIER also acknowledges and agrees that it will not drop a trailer other than at the designated business facilities designated by GLI. CARRIER further agrees that in the event any loss of or damage to the cargo occurs as a result of its breach of this provision, then the CARRIER will indemnify GLI and GLI's customer for any such loss or damage, including reasonable attorneys' fees.

5. Provided CARRIER is in compliance with the terms of this Contract, GLI agrees to pay CARRIER within thirty (30) days of receipt of CARRIER'S freight bill, a copy of the signed bill of lading and proof of delivery, signed by the receiving party.

6. CARRIER agrees not to subcontract, broker, interline, or to use "substituted services" by rail or motor carrier, without the express written consent of GLI. If for any reason this is done, Carrier shall be liable to GLI for any cargo loss, damage, or injury to the same extent as if CARRIER performed the service.

7. CARRIER operates under this Contract as an independent contractor, not as GLI'S agent. CARRIER'S employees and agents are subject to the control and direction of CARRIER unless otherwise specified herein. CARRIER shall be responsible for compliance with all federal, state, and local laws, ordinances or regulations regarding compensation, contributions, and taxes with respect to its employees. CARRIER hereby agrees to indemnify, defend and hold harmless GLI, its affiliates and subsidiaries, from and against any and all claims and suits, including all defense costs, attorney's fees, and settlement or judgment expenses, associated with any employment-related matters of CARRIER. CARRIER agrees to perform transportation services for GLI and shall not substitute or subcontract the services of another motor carrier or any other mode of carriage except upon the consent of GLI.

8. CARRIER agrees to indemnify, defend, and hold harmless GLI (and all affiliated and related entities), and GLI'S (and all affiliated and related entities') employees, officers, directors, shareholders, and agents from any and all demands, claims, losses, causes of action, damages, injuries (including, without limitation, bodily, emotional, or mental injury, sickness, and loss of life), penalties, attorney's fees, and defense costs and from any violations of any regulations, statutes, ordinances, or laws of any jurisdiction arising from, related to, or in any way connected with any or all of the services provided by CARRIER under this Contract, from CARRIER'S failure to maintain insurance coverage as required in Section 3 hereof, or from CARRIER'S breach of any of the terms of this contract. CARRIER expressly authorizes GLI to make deductions from amounts due to CARRIER to offset GLI'S claims and losses.

The purchase of insurance and furnishing of certificates as required herein shall not in any way modify or limit CARRIER'S agreement to indemnify, defend, and hold GLI harmless, as required in this Agreement. The terms of this Section shall survive the termination or expiration of this Contract.

9. In the event either party to this Contract is forced to enforce the terms of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, court costs, and other costs of litigation, arbitration or settlement, and expenses.

10. Any notice required or permitted to be given under this Contract, unless otherwise indicated, shall be deemed sufficiently given if delivered by hand, upon delivery by reputable overnight courier (including, without limitation, UPS or Federal Express), or upon being sent by prepaid US mail, registered or certified, return receipt requested to the addresses below:

Greenbush Logistics, Inc.  
ATTN: Mr. Kevin Savoy, Vice President  
445 Singletary Road  
P.O. Box 638  
Abbeville, Alabama 36310

CARRIER:

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

11. Neither party may use the other's name, trademarks, or trade names, or those of its subsidiaries or affiliates, in any manner, especially advertising, without the other's expressed written consent, which may be withheld in such party's sole discretion

12. CARRIER shall not disclose the terms and conditions of this Carriage Contract or the identity or location of GLI's customers. Further, CARRIER shall not solicit any of GLI's customers within one (1) year of the termination of this Carriage Contract with GLI.
13. Any term or provision of this Contract that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Contract in any other jurisdiction.
14. The term of this Contract shall be one (1) year from the date first above written, and the Contract shall automatically renew each year for an additional year subject to the termination by either party, with or without cause, at any time (either during the initial term or any renewal period) by thirty (30) days' written notice.
15. This Contract shall be governed by the laws of the State of Alabama, without regard to conflicts of law principles. The parties agree that any dispute related to, arising from, or in connection with this Contract, the parties' relationship arising from this Contract, or the services provided by Carrier hereunder shall be resolved solely and exclusively in the Circuit Court of Henry County, Alabama, and the parties consent to and waive objection to personal jurisdiction and venue in such court.
16. This Contract constitutes the entire Contract between the parties and any statements or verbal agreements not included herein are of no force and effect. This Contract can be changed only by a written amendment executed by both parties. Any assignment of this Contract or the rights and privileges hereunder shall be void and without effect unless the party wishing to assign the Contract has obtained the other party's written permission.
17. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Both parties shall be considered the drafters of this Agreement, and the language, terms, provision, and conditions shall not be construed against either party.

**IN WITNESS WHEREOF**, GLI and CARRIER hereby cause this Contract to be executed on the day and year first above written, and the undersigned each represent and warrant that they have the legal capacity and authority to bind the party for whom they are signing and to execute and deliver this Contract.

GREENBUSH LOGISTICS, INC.  
("GLI")

By: \_\_\_\_\_  
Kevin Savoy

Title: Vice President

\_\_\_\_\_  
("CARRIER")

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT  
AND WAIVER OF PROOF OF INSURANCE FORM**

I attest, warrant, and acknowledge that I understand the Workers Compensation rules, regulations, and laws of the State of \_\_\_\_\_, and as a duly authorized signatory of \_\_\_\_\_ (Company Name), I attest, warrant, and acknowledge that \_\_\_\_\_ (Company Name) does not qualify or is not required to carry or maintain Workers Compensation insurance in the State of \_\_\_\_\_.

FURTHER, I/WE AGREE TO INFORM OR NOTIFY GREENBUSH LOGISTICS, INC. WITHIN SEVEN (7) DAYS UPON SUCH TIME AS \_\_\_\_\_ (Company Name) MEETS THE REQUIREMENTS AND AM MANDATED BY STATUTE TO PROVIDE AND CARRY WORKERS COMPENSATION INSURANCE. \_\_\_\_\_ (Company Name) shall provide proof of insurance by the 10th day after becoming eligible for such insurance.

By signing this acknowledgement and waiver of proof of insurance form, I/we understand that this does not create a new contract with Greenbush Logistics, Inc. nor is it a modification or amendment of the current contract.

This document signed, sealed, and delivered the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

**THIS DOCUMENT SHOULD ONLY BE SIGNED IF YOU DO NOT MEET THE  
REQUIREMENTS TO CARRY WORKERS COMPENSATION INSURANCE**

**GREENBUSH LOGISTICS, INC.  
CARRIER PROFILE**

NAME: \_\_\_\_\_

DBA: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

ARE INVOICES ASSIGNED TO AN OUTSIDE AGENCY? \_\_\_\_\_

REMIT TO ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT NAME(S): \_\_\_\_\_

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

DISPATCH EMAIL: \_\_\_\_\_

NUMBER OF POWER UNITS: \_\_\_\_\_

NUMBER OF TRAILERS: \_\_\_\_\_

US DOT NUMBER: \_\_\_\_\_ MC NUMBER: \_\_\_\_\_ EIN/SS: \_\_\_\_\_

INSURANCE AGENT/CO.: \_\_\_\_\_

LIABILITY POLICY NUMBER: \_\_\_\_\_

CARGO POLICY NUMBER: \_\_\_\_\_

AREA OF OPERATION: 48 STATES: \_\_\_\_\_ SOUTHEAST: \_\_\_\_\_

SOUTHWEST: \_\_\_\_\_ NORTHEAST: \_\_\_\_\_ MIDWEST: \_\_\_\_\_