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Accountable every day.™

Welcome to Jerue!

Please review the instructions in each section of this packet, and provide the information on the forms as may be applicable.

This packet contains the following information:

- **Carrier Document Requirements**
- **Letter explaining the reasons for the Jerue Carrier-Broker Agreement**
- **Copy of the Jerue Carrier -Broker Agreement (3 pgs.)**
- **Carrier Profile Sheet**
- **Payment Procedures/Options**

If you have any questions, regarding the information or documentation in this packet please contact either one of our Insurance Dept. Associate;

Angela: 863.607.5649

Fax # - 863.607.5680

For additional information about our Company and to find the various Branch locations that we have throughout the U.S. and Canada visit our website at www.Jerue.com

Revised Print Date: MARCH 11, 2009



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Carrier Document Requirements

The Following Information/Documentation to be submitted by the carrier to the Jerue Agent or to the Jerue Lakeland, FL Headquarters **PRIOR** to accepting the first load: ***Failure to do so may result in delay of freight payment until all paperwork is received, verified and recorded.***

1. Cargo and Auto Liability Insurance Certificates -

a) Must List as Certificate Holder:

**John J. Jerue Truck Brokers
3200 Flightline Rd. Ste 202
Lakeland, Fl. 33811**

b) The Following Coverage Amounts Must Be In Force At All Times

****Cargo Coverage MINIMUM of: \$100,000.00 With Reefer Breakdown.**

****Auto Liability Coverage MINIMUM of: \$ 1 Million**

c) The Certificate of Insurance must remain current and active. A \$100.00 admin fee may be assessed if carrier allows the insurance coverage to lapse/expire.

**2. Sign & Return All 3 Pages Broker / Carrier Agreement
(NO EDITS/VOIDS ALLOWED)**

3. Complete New Carrier Profile Sheet

4. Copy of Operating Authority & DOT

**5. All of the above information/documentation can be faxed to 863.607.5680
Attention Jerue – Insurance Dept.**

**If there are any questions, please contact me.
Angela Noyes : Freights Payable Ins. Assoc.
(Phone) 863.607.5649 ; Email: Anoyes@jerue.com**



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Fax – Certificate Request

Request certificate of insurance as certificate holders.

INSURED/CARRIER: _____

John J. Jerue Truck Brokers

3200 Flightline Drive, Ste 202

Lakeland, Fl. 33811

Fax: (863)607-5680

Attn: ANGELA

The insurance requirements are as follows:

\$1,000,000.00 Auto Liability

**\$100,000.00 Cargo Liability
(MUST include reefer breakdown)**

*****Coverage amounts MUST appear on the Certificate*****

If there are any questions, please contact me.

ANGELA NOYES

Freight Payable Insurance Associate

PHONE: 863.607.5649 / Fax: 863.607.5680

Email: Anoyes@JERUE.COM

*******PLEASE RESPOND IF INSURED OR NOT – THANK YOU. *******

3200 Flightline Drive | Suite 202
Lakeland, FL 33811
Toll-free 800.333.6548



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December 8, 2009

Dear Valued Motor Carrier:

As in previous years John J. Jerue Truck Broker policy requires that all carriers who move freight for Jerue execute a ***Jerue Carrier-Broker Agreement***.

The ***Jerue Carrier-Broker Agreement*** is intended to assist carriers and brokers in reaching a common understanding of their legal rights and obligations and to cover basic contractual terms such as the legal status of the parties; freight documentation; insurance coverage and cargo liability.

Existing carriers may visit www.jerue.com to obtain a copy of the ***Agreement***, or contact their broker and request it be faxed or emailed. Once you are ready to execute the ***Jerue Carrier-Broker Agreement***; please contact your broker to ensure we have all of the documentation necessary from you to ***continue or commence*** doing business with Jerue.

If you have any questions or concerns, please contact your broker or our corporate office at 800.333.6548. Our brokers will assist you in any way possible to make this transition a smooth one, so that the Agreement process is simple, one that does not hinder your ability or timing whatsoever.

We appreciate your on-going support and confidence in Jerue; over the past 50 years we have found that it is the solid, and in many cases, long-term carrier relationships that allows us to win-over new customers and continue to serve our long established customers.

Sincerely,

Bob Malczyk
Operations Manager
Jerue Corporate Office
3200 Flightline Drive | Suite 202
Lakeland, FL 33811
Toll-free 800.333.6548

Revised Print Date: March 11, 2009

BROKER-CARRIER AGREEMENT
JOHN J. JERUE TRUCK BROKER, INC.

THIS AGREEMENT is made and entered into on _____, 200____, by and between JOHN J. JERUE TRUCK BROKER, INC., a licensed property broker pursuant to MC No. 265774 ("Broker") and _____, a licensed motor carrier pursuant to MC No. _____ whose principle place of business is _____ ("Carrier").

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year period; provided, however, that this Agreement may be terminated as set forth herein or at any time by at least thirty (30) days prior written notice.

2. **CARRIER'S OBLIGATIONS.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating or a proposed safety rating change issued from the U.S. Department of Transportation ("DOT"), and further agrees to comply with all federal, state and local laws regarding the provisions of the transportation services contemplated under this Agreement. In the event CARRIER is audited by the DOT and/or receives a conditional or unsatisfactory safety rating from the DOT, CARRIER agrees to notify BROKER within twenty-four (24) hours of such event. BROKER shall have the right, at the option of BROKER, to terminate this Agreement immediately upon receipt of such notice of DOT audit, safety rating change or threatened audit or change. In the event that CARRIER is requested by BROKER to transport any shipment required by the DOT to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment. CARRIER agrees to furnish BROKER immediately or as soon as is reasonably possible notice by telephone of any occurrence or transaction which may give rise to a claim against either the CARRIER, the BROKER or the BROKER'S customer(s) under the terms of this AGREEMENT, and in accordance with BROKER'S or BROKER'S customer policy for reporting claim incidents. CARRIER hereby acknowledges that CARRIER is solely responsible for the inquiring of, understanding and complying with the reporting requirements of BROKER or BROKER'S customer. The CARRIER further agrees to cooperate, as requested by the BROKER or its authorized representative, in the investigation, negotiation, settlement, or litigation of any claim or suit, which may be encountered by the BROKER, or its representative under the terms of this Agreement.

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 hereunder. Such receipt shall be *prima facie* evidence of receipt of such shipment in good delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of 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 provision 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 this agreement. If any terms conflict, the terms and conditions of this Agreement shall control. CARRIER shall notify Broker immediately, prior to proceeding from the location, of any exceptions made on the bill of lading, manifest or other receipt.

5. **CARRIER'S OPERATIONS 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. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor. It is the intention of the parties and acknowledged by the parties that neither the CARRIER nor any of its employees shall be deemed to be agents, servants, or employees of the BROKER or BROKER'S customers for any purpose whatsoever, but the

INITIAL HERE _____

CARRIER is and shall be an independent contractor and is responsible to the BROKER as to the results to be accomplished and not as to the means and methods for accomplishing the results.

6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER'S actions, including but not limited to loading, handling, transportation, unloading or delivery of any shipments made hereunder.

7. **INSURANCE.** CARRIER is required to purchase and maintain the following forms and amounts of insurance coverage, acceptable to BROKER, as part of this Agreement:

- a) Automobile Liability Coverage of \$1,000,000 per occurrence with no annual aggregate
- b) Occupational accident for owner-operators or Workers' Compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute);
- c) Non-trucking Liability (limits of at least \$1,000,000);
- d) All Risk cargo coverage for property damage of not less than \$100,000 per occurrence with no annual aggregate

Further, the CARRIER agrees to provide and maintain, at CARRIER'S sole cost and expense, the above-required coverage by purchasing same from an insurance company with an A.M. Best's rating of A- or better and provide BROKER with a Certificate of Insurance evidencing such coverage naming BROKER as an additional named insured and loss payee. The certificate of insurance must be provided to BROKER upon execution of this Agreement and such certificate will state that insurance carrier will provide BROKER with thirty- (30) days notice of cancellation or change in coverage.

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 nine (9) months of the delivery date of the shipment, or, if no delivery, the date of the occurrence resulting in the claim. CARRIER hereby acknowledges and agrees that CARRIER assumes the same liability as a common carrier for full actual loss, subject to the provisions of 49 U.S.C. 14706 (Carmack Amendment). CARRIER hereby acknowledges and agrees that no limitation of liability for loss, damage or delay is applicable for any services provided by CARRIER without the prior written authorization of BROKER. CARRIER hereby acknowledges and agrees that CARRIER'S right to salvage, whether CARRIER receives prior notice or not, for any product transported by CARRIER is based on and limited to the extent the customer of BROKER allows salvage and to the extent the customer disallows salvage CARRIER hereby waives its claim to salvage. Any claims arising from the services provided by Carrier shall be handled in the following manner:

- a) Claims for loss, damage, injury or delay to cargo may be filed with CARRIER within nine (9) months of the date of delivery of shipment or within twelve (12) months of a reasonable time for delivery (three months beyond agreed transit time), or within nine (9) months of the date CARRIER notifies BROKER that the shipment is lost.
- b) CARRIER agrees to pay BROKER for all such claims filed with CARRIER within ninety (90) days of receipt of such claims. For claims not resolved within ninety (90) days of the claim notice date BROKER will automatically deduct from CARRIER'S settlement(s) the amount of the claim.

The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. 370 et seq. to the extent not modified herein. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipment made, however, CARRIER shall be liable to BROKER 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 transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIERS agents.

10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Schedule of Rates attached as Addendum B and any written supplements, rate confirmation sheets or revisions (hereinafter "Rate Confirmation") thereto signed by BROKER and provided to CARRIER. CARRIER hereby acknowledges and agrees that any Rate Confirmation provided to CARRIER by BROKER shall be deemed accepted by CARRIER unless objected to, in writing to BROKER, within

INITIAL HERE _____

twenty-four (24) hours. In the event service is provided and it is subsequently discovered that there was no applicable rate in the Rate Confirmation, the parties agree that the rate paid by BROKER shall be the agreed upon rate. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of the uncontested CARRIER invoice or within fifteen (15) days of receipt of payment from BROKER'S customer whichever is later. CARRIER shall provide to BROKER at the time of invoicing all applicable freight bills, bills of lading, clear delivery receipts, and any other necessary billing documents enabling BROKER to ascertain that service has been provided. 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 agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon 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 responsible for all freight charges related to the transportation services provided herein, and as such CARRIER agrees not to attempt any collection efforts against BROKER'S customer(s) and hereby acknowledges and agrees to look only to BROKER for payment of freight charges.**

11. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. 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 efforts, 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 CARRIER obtains traffic from such customer during the term of this Agreement, or for twelve (12) months thereafter, BROKER shall receive thirty-five percent (35%) commission from the revenue resulting from traffic transported for the Customer. CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the DOT authority and control of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

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 severable and that the remaining provision of this Agreement shall continue in full force and effect.

14. WAIVER. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure by BROKER to exercise any right or privilege herein or under law or at equity shall not be a waiver of any of BROKER'S rights or privileges.

15. GOVERNING LAW AND ATTORNEY FEES. It is agreed by BROKER and CARRIER that Florida law shall govern, without reference to the conflict of laws contained therein, disputes involving any terms of this Agreement or interpretation thereof, whether arising in contract, tort or otherwise. CARRIER hereby waives any jurisdictional rights it might otherwise have. It is also agreed that venue shall be in Polk County, Florida. BROKER and CARRIER agree that should any conflict or litigation arise between the parties to this Agreement, the prevailing party shall be awarded reasonable attorney fees and court cost.

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

CARRIER

SIGNED BY: _____
TITLE: _____
DATE: _____

JOHN J. JERUE TRUCK BROKER, INC.
BROKER

SIGNED BY: _____
TITLE: _____
DATE: _____



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NEW CARRIER PROFILE SHEET

PLEASE FILL IN ALL REQUIRED INFORMATION
and fax the completed form(s) back to: 863.607.5680

Date: _____

Owner(s) Name: _____

Carrier/Company Name: _____

D/B/A (Doing Business As): _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person (name(s)): _____

Toll Free Phone #: _____ Main Contact Number(s): _____

Fax(s): _____ Cell Number: _____

E-mail Address: _____ Federal EIN#: _____

Federal Authority: MC#: _____ DOT#: _____ SCAC # _____

Operating as (check one): Corporation LLC Partnership Sole Proprietor

Other _____ (Explain)

Authority Type: Contract Common Broker Freight Forwarder

Please indicate by circling the type of Equipment you have and the number:

Van Reefer Flatbed Step Deck Number of Power Units: _____

Other: _____ Operate in all states: YES or NO (Circle One)

Operate in the following states: _____, _____, _____, _____, _____.

INSURANCE AGENCY: _____ 2ND Ins. Agency: _____

INSURANCE PHONE: _____ 2ND Ins. Phone: _____

INSURANCE FAX: _____ 2ND Ins. Fax: _____

PAY BY U.S. 1ST CLASS MAIL

Upon completion of delivery, send **signed and original** paperwork to:

John J. Jerue Companies
Attn: Freight Payables Department
3200 Flightline Drive
Suite #202
Lakeland, FL 33811

Include The Following:

1. Original paperwork and confirmations with signatures, and any receipts as agreed upon with the Agent.
2. Load number(s) written legibly and clearly.
3. If multiple loads (e.g., LTL), separate the paperwork for each load.
4. Clearly indicate the Agent's name and phone number on cover sheet.
5. For your records, keep copies of all paperwork submitted.

Note 1: To avoid a 2% processing fee deduction off of the gross freight charge, carriers' paperwork must be submitted within 20 days from delivery date.

Note 2: All freight payments will be mailed to the address as shown on the carriers' Certificate of Insurance as recorded in our computer system. If there has been an address change or if there is an alternate address, notification of the address change must be made in writing and signed by the owner/operator whose name appears on the CI, and be included with the original paperwork - **NO EXCEPTIONS.**

OVERNIGHT/EXPRESS MAIL

A processing fee will be deducted from the settlement for all Overnight/Express mail payment requests.

Overnight/Express mail cannot be delivered to a post office box number.

Upon completion of delivery, send the **signed and original** paperwork to:

John J. Jerue Companies
Attention: Freight Payables Dept.
3200 Flightline Drive
Suite #202
Lakeland, FL 33811

Include The Following:

1. Original paperwork and confirmations with signatures, and any receipts as agreed upon with the Agent. **Please note legibly and clearly on the load or on a separate cover sheet that you are requesting payment via overnight/express mail and indicate the address.**
2. Load number(s) written legibly and clearly.
3. If multiple loads (e.g., LTL), separate the paperwork for each load.
4. Clearly indicate the Agent's name and phone number on the cover sheet.
5. For your records, keep copies of all paperwork submitted.

Note: To avoid a 2% processing fee deduction off of the gross freight charge, carriers' paperwork must be submitted within 20 days from delivery date.

PAY BY COM-CHEK/QUIK PAY

(Processing fee: 1.5% of the gross freight and \$13.00 for each Com-Chek). Upon completion of delivery, send in the **signed and original** paperwork to:

John J. Jerue Companies
Attention: Freight Payables Dept.
Suite #202
3200 Flightline Drive
Lakeland, FL 33811

Please note legibly and clearly on a separate cover sheet that you are requesting payment by Com-Chek. **DO NOT WRITE ON THE BILL OF LADING or ENVELOPE.** Each request must be accompanied by a password of your choosing. Password can be a combination of alpha or numeric. **If there are any claims or issues with the load, the Com-Chek payment will be delayed.**

Include The Following:

1. Original Paperwork and confirmations with signatures, and any receipts as agreed upon with the Agent.
2. Load number(s) written legibly and clearly.
3. If multiple loads (e.g., LTL), separate the paperwork for each load.
4. Clearly indicate the Agent's name and phone number on the cover sheet.
5. For your records, keep copies of all paperwork submitted.

Note 1: To verify that your paperwork has been processed and to receive your payment by Com-Chek call **866.249.9369** between the hours of **3:00pm and 5:00pm, Monday thru Friday** (excluding holidays).

Note 2: To avoid a 2% processing fee deduction off of the gross freight charge, carriers' paperwork must be submitted within 20 days from delivery date.