



COMMON/CONTRACT CARRIER SETUP PACKET

The information below will qualify a vendor as a carrier only

Requirements:

- Completed vendor number request form (Included)
- W9 Form (www.irs.gov/pub/irs-pdf/fw9.pdf)
- Exel Contract (Included)
- DOT rating of "Satisfactory" or "None"
(<http://safer.fmcsa.dot.gov/CompanySnapshot.aspx>)
- Copy of insurance certificate, minimum coverage is:
 - Auto \$1,000,000
 - Cargo \$100,000
 - General Liability \$750,000*

*If you do not carry GL insurance, you are subject to our GL Waiver Policy. Please discuss this with the dispatching office.
- Workers Compensation Insurance (Statutory)

For setup, return the following documents:

- Vendor Number Request Form (Ensure all questions are answered)
- Signed Contract Carriage Transportation Agreement
- Copy of Insurance Certificate
- W9 Form
- Carrier Profile Form (Last 2 Pages)
- HAZMAT Certificate (If HAZMAT Certified)
- Contract Addendum & Direct Deposit Form (If interested)

Exel requests to be named as additional insured on your insurance, please use the following address:

Exel Transportation Services
c/o Carrier Management
17330 Preston Road, Suite 200C
Dallas, TX 75252-6035

PLEASE COMPLETE AND FAX THE REQUIRED DOCUMENTS TO:
901-818-8231



Exel Requestor _____
 Exel Office _____
 Phone _____
 E-Mail _____

Vendor Number Request Form - Carrier

Please fax this form and all required documents to: (901) 818-8231

All information must be filled out to be setup as an Exel vendor.

- 1.) Carrier Name: _____

- 2.) Remittance Address (If you use a factoring company please input that address and include a factoring letter): _____

 City: _____ State: ____ ZIP: _____
 Physical/Mailing Address: _____
 (If Different)
 City: _____ State: ____ ZIP: _____

- 3.) Phone #: _____ Fax #: _____ Email: _____

- 4.) Federal I.D. #: _____ SCAC Code _____ MC # _____
 DOT# _____

- 5.) Services: (check those that apply) Interstate carrier __ Intrastate carrier __
 (Please provide operating authority certificate)

- 6.) Is the company Minority owned? Y / N If Yes, what type of Minority? _____
 (If blank this will be recorded as "N")

- 7.) Is the carrier Haz-Mat certified? Y / N If Yes, please provide Haz-Mat certificate.
 (If blank this will be recorded as "N")

- 8.) Does your insurance company identify any cargo exclusions (Computers, electronics, theft, etc)? Y / N
 If yes, please list _____
 (If left blank it will be assumed all commodities can be hauled)

If you **DO NOT** carry General Liability insurance you will be subject to our GL Waiver fee and need to discuss this with the dispatching office.

CONFIDENTIALCONTRACT CARRIAGE TRANSPORTATION AGREEMENT

THIS AGREEMENT, effective the date of Broker's signature below, by and between the motor carrier whose name appears in the signature block below (CARRIER) with a principal place of business at the address shown below, and Exel Transportation Services, Inc. (BROKER) with a principal place of business in Dallas, Texas;

WHEREAS, CARRIER is a motor carrier registered with the U. S. Department of Transportation under the Motor Carrier number shown below and desires to furnish contract carriage motor carrier services to (BROKER) and/or its customers for the transportation of general commodities;

WHEREAS, BROKER (a motor carrier transportation intermediary) holding broker license MC 223021 controls the routing and payment of its customers' freight and desires to utilize the services of CARRIER for the transportation of customers' shipments;

WHEREAS, the parties hereto expressly waive any or all rights and remedies under the ICC Termination Act for the transportation provided hereunder, pursuant to 49 U.S.C. 14101 (b) (1) that are inconsistent herewith;

WHEREAS CARRIER and BROKER expressly agree and intend that this service is designed to meet the distinct needs of BROKER and/or its customers, including but not limited to 1) a fixed schedule of rates during the term of this Agreement; and (2) flexibility in negotiating rates on a daily basis to take advantage of excess equipment and the changing needs of BROKER'S customers;

NOW THEREFORE, CARRIER and BROKER mutually agree as follows:

1. BROKER agrees to tender to CARRIER, as a contract carrier, and CARRIER agrees to accept from BROKER, a series of shipments but not less than two shipments during the term of this Agreement.
2. In the event that BROKER fails to tender the said minimum number of shipments during any such period, BROKER agrees to pay to CARRIER, as liquidated damages and not as a penalty, the sum of twenty-five dollars (\$25) per deficit shipment.
3. CARRIER is fully qualified and adequately equipped to perform the transportation services described herein and CARRIER will comply with the safety regulations of the Bureau of Motor Carrier Safety of the Department of Transportation, including, but not limited to, drivers' hours of service and records thereof, driver qualification requirements and physicals, and equipment maintenance standards and reports. CARRIER warrants that it will provide only equipment that is properly maintained and clean and will not utilize equipment that has been used for hazardous waste or other unclean or noxious freight.
4. CARRIER agrees to maintain cargo insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) that shall insure CARRIER's liability to BROKER and BROKER's customers for loss or damage to property transported by CARRIER. The cargo insurance shall be in the form required by 49 C.F.R. 1043 for common carriers (BMC-32 endorsement) and shall have no exclusions or restrictions that would not be accepted by the Department of Transportation for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed by common carriers in accord with the said section. CARRIER agrees to furnish a copy of said BMC 32 Endorsement naming BROKER as additional insured. In no event shall CARRIER's liability for cargo loss and damage be limited unless agreed to in writing by an officer of BROKER in Dallas, Texas.
5. In addition to the foregoing cargo insurance, CARRIER, prior to the commencement of operations and during the term of this Agreement, shall carry the following insurance in form and with insurers satisfactory to BROKER:
 - a. Workers' Compensation Insurance as required by law.
 - b. Commercial General Liability Insurance with a combined single limit per occurrence of not less than seven hundred and fifty thousand dollars (\$750,000).
 - c. Comprehensive Automobile Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) against liability arising from the maintenance or use of all owned, non-owned and hired vehicles.
 - d. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier(s) insuring CARRIER against liability and claims in accordance with the requirements of 49 CFR 1043.1 showing coverage in the minimum amounts required by BROKER and that such coverage has been procured, is being properly maintained, and that the premiums therefore are paid, with a reputable and financially responsible insurance company, and showing the policy number or numbers, and the expiration date or dates. Such insurance policies shall provide that in the event of cancellation or reduction in coverage, written notice of such cancellation or reduction shall be given to BROKER at least thirty (30) days prior to such cancellation or reduction. Such insurance policies shall name BROKER as additional insured on liability policies and as loss payee on cargo policy. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies. If CARRIER is authorized to be self-insured, then CARRIER shall provide to BROKER evidence satisfactory to BROKER of CARRIER's self-insured status and that CARRIER is able to provide the same coverage as that required by CARRIERS under this Agreement that are not self-insured.
6. CARRIER shall indemnify and hold harmless BROKER and its customers for all claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of BROKER and its customers hereunder.
7. Rates and charges for shipments transported pursuant to this Agreement shall be as agreed to between the parties hereto in writing and are to be contained in a schedule of rates, rules and charges which schedule may be modified, in writing, from time-to-time. This schedule shall also contain the conditions of, and charges for, any additional or accessorial services that may be required or

performed and it is expressly agreed that CARRIER's tariffs shall have no application to shipments transported pursuant to this agreement.

8. Rates may be established or amended verbally in order to meet BROKER's changing shipping schedules and needs. All modifications to the rates, charges, rules and regulations shall be confirmed in writing and within a reasonable time by the parties before shipment. Said document shall constitute an addendum or amendment to this Agreement.
9. CARRIER shall issue a written receipt or bill of lading for all shipments transported pursuant to this agreement. The receipt shall show the kind, quantity and condition of commodities received and shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. To the extent any term or condition of invoice, receipt, bill of lading, or other CARRIER document conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control resolution of disputes. In five (5) days or less (24 hours with respect to food or food products governed by FDA's Bio-Terrorism regulations) subsequent to delivery of a shipment, CARRIER shall provide BROKER with a copy of said bill of lading or receipt signed by the consignee as proof of delivery of said shipment.
10. CARRIER shall promptly bill BROKER for the freight and transportation charges on each shipment and in no event shall BROKER or its customers be required to pay for any shipment or for any service that are not invoiced within six (6) months of the date of delivery. CARRIER shall deliver to BROKER with its billing all required documentation, including proof of delivery by the CARRIER to the consignee and proof of BROKER's advance authorization of all other services for which payment is sought. BROKER shall pay CARRIER, as CARRIER's agent, within thirty (30) days after receipt by Broker of all required documentation. Prior to receiving any payment CARRIER will provide BROKER with a copy of its Federal operating authority, BROKER's reference number assigned to CARRIER and a certificate of insurance verifying that the motor CARRIER has the general liability and cargo insurance specified hereunder.
11. CARRIER acknowledges that BROKER is acting as CARRIER's agent for the purpose of collecting freight charges and CARRIER acknowledges that in no event shall it seek to collect its charges from BROKER's customers or the consignee, consignor or beneficial owner of the freight. CARRIER shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER agrees that its failure to abide by this paragraph will irreparably harm BROKER's reputation and relationship with its customers and that therefore BROKER may obtain temporary and permanent injunctive relief should CARRIER violate this paragraph.
12. CARRIER shall not solicit the business of any shipper, consignee or customer of BROKER where (1) CARRIER's first transportation of a shipper's freight was due to BROKER's efforts, or (2) where the business of the shipper, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and "back-solicits" the BROKER's customers, and obtains business from such a customer, the BROKER shall be entitled, for a period of fifteen (15) months from the termination of this Agreement, to amount equal to fifteen percent (15%) of the compensation as BROKER would have realized pursuant to Paragraph 8 of this Agreement on all shipments CARRIER receives as a result of such back solicitation.
13. CARRIER acknowledges that BROKER will direct whether matters relating to loss and damage are to be resolved with BROKER or with BROKER's customer and that in all instances of freight loss or damage BROKER may represent the interests of its customers. CARRIER shall be liable to BROKER or BROKER's customer or the owner of the property for loss or damage to such property while in the possession of or under the control of CARRIER hereunder to the same degree as if the CARRIER were operating as a common CARRIER, subject to 49 U.S.C. 14706 ("Carmack Amendment"). Willful misconduct, gross negligence, or conversion on the part of the CARRIER, its employees, officers, directors or agents shall vitiate all liability limitations contained in this agreement, if any. All claims for loss and damage and any salvage arising there from shall be handled and processed in accordance with 49 C.F.R. Part 1005 (Claim Regulations). CARRIER will be responsible for BROKER's costs, including reasonable attorney fees, for any claim not disposed of in sixty (60) days, as defined in 49 CFR 1005. If CARRIER fails to pay valid claims within in sixty (60) days, CARRIER agrees that BROKER may deduct such amounts and 12% annualized interest, from any freight charges owed to CARRIER.
14. Notwithstanding any other provision of this Agreement, neither party shall be liable for special, indirect, punitive or consequential damages incurred by the other party even if the non-incurring party has notice of such damages.
15. CARRIER agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail, for BROKER's goods without prior written agreement of BROKER and shall remain fully liable to BROKER and BROKER's customers if freight is interlined or brokered to other carriers. If CARRIER has valid broker authority, CARRIER agrees not to use that authority unless it is specifically qualified with BROKER as a broker and CARRIER obtains BROKER's written permission to act as a broker on a specific shipment or series of shipments. CARRIER shall indemnify BROKER against any cost or expenses incurred due to CARRIER's failure to adhere to this section and CARRIER agrees that BROKER may deduct any such charges from any freight charges owed to CARRIER.
16. The time limit for filing overcharge and undercharge claims on shipments moved pursuant to this contract shall be ninety (90) days after delivery of the shipment, except that clerical errors, mathematical errors, extension errors and duplicate payments may be corrected at any time. All overcharge claims and duplicate payments shall be handled and processed by CARRIER in accordance with 49 C.F.R. 1008. Waiver of prior undercharges: In the event an inadvertent billing error (or omission) is discovered with respect to any shipment moved by CARRIER for BROKER prior to this agreement, CARRIER hereby consents to submit to the Surface Transportation Board a petition seeking a waiver of any undercharge resulting there from pursuant to the provisions of Section 4 of the Negotiated Rates Act of 1993 (14709).

- 17. In the performance of transportation service hereunder, CARRIER shall be an independent contractor and is not and shall not act as an agent or employee of BROKER or its customer. No employee, agent or other representative of either party shall at any time be deemed to be under the control of both parties. Each party shall be fully liable for all workers' compensation premiums and liability, Federal, State, and local withholding taxes or charges with respect to its respective employees, and each agrees to save the other harmless from any claims brought against the other in relationship thereto. CARRIER shall, at its expense, furnish suitable equipment to transport the commodities tendered to BROKER hereunder and assume all costs, including permits, tolls and all other expenses and liabilities incident to the transportation of such commodities.
- 18. This Agreement shall remain in effect for a period of one year from the date below, and from year to year thereafter, and unless terminated by either party upon thirty (30) days' prior written notice to the other party at any time. The terms of this Agreement, which by their nature, application, or operation are intended to survive the termination of this Agreement shall be deemed to survive.
- 19. To the extent not governed by federal laws and regulations, the laws of the State of Texas, except its laws with respect to conflict of laws, shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder, and all actions or proceedings shall be brought in a state or Federal Court in Dallas County, Texas. CARRIER hereby waives any objection it may have to jurisdiction and venue in Dallas County, Texas. Costs and reasonable attorneys' fees shall be awarded to the prevailing party in any action.
- 20. CARRIER agrees to maintain its records of transportation performed pursuant to this Agreement, and to preserve this Agreement, for a period of thirty-six (36) months following each shipment transported by CARRIER.
- 21. If CARRIER accepts hazardous materials for transportation, it acknowledges that it is fully qualified and certified to transport hazardous material, is appropriately insured, and shall comply with all regulations governing the transportation of such hazardous materials. Prior to transporting any hazardous materials CARRIER will provide BROKER with a copy of CARRIER's current DOT HAZMAT certificate and HAZMAT insurance endorsement which certificate and endorsement will be kept current throughout the term of this agreement.
- 22. CARRIER agrees at all times to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age or handicap and to promote the full realization of equal employment opportunity through a continuing affirmative program in compliance with the EEOC policy of the Government of the United States.
- 23. Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, strikes, fire, flood, pandemic flu, civil disturbance, interference by civil or military authority, governmental restrictions, or other causes beyond the reasonable control of the party and not intentionally caused by such party ("Force Majeure"). Upon the occurrence of such an event, the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequence of the cause. Each party shall use all reasonable efforts to minimize the effects of a Force Majeure event. If a Force Majeure event occurs with respect to any of the services or obligations of the parties under this Agreement and such Force Majeure event is estimated to last beyond a period of time so that the parties' obligations or services are materially disrupted, the parties shall agree as to alternative temporary arrangements, the temporary cessation of services and/or obligations, or the termination of this Agreement. The provisions of this Section 23 shall not apply to monetary amounts owed by either party to the other.
- 24. All notices under this Agreement shall be in writing and shall be properly given and delivered in person, via fax, or overnight courier, or sent by first class mail addressed as provided for from time to time by the parties hereto.
- 25. The terms and conditions of this Agreement are confidential and proprietary and either party shall reveal only so much of its contents as shall be required by law.
- 26. This Agreement and any attachments hereto and any pricing incorporated herein constitute the entire Agreement between the parties and may be modified only as evidenced by written agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

IN WITNESS WHEREOF, CARRIER and BROKER have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

_____ (CARRIER)

Motor Carrier # _____

Exel Transportation Services, Inc. (BROKER)
 17330 Preston Road, Suite 200C
 Dallas, Texas 75252-6035

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____



ADDENDUM TO CONTRACT CARRIAGE TRANSPORTATION AGREEMENT

The Contract Carriage Transportation Agreement entered into between Exel Transportation Services, Inc., a Delaware corporation with its principal office located at 17330 Preston Road, Suite 200C, Dallas, TX 75252-6035 ("Broker"), and _____ with its principal office located at _____ ("Carrier") is hereby modified as follows effective on the date of signature.

Section 10 is hereby amended to include the following payment options for the Carrier:

1. Three Day Payment: By signing below this Section, Carrier's properly submitted invoices will be paid by having funds transmitted to the bank account designated by Carrier via EFT (electric funds transfer) on the third business day after receiving all required paperwork and backup. For this option, a four and three-quarters percent (4.75%) discount will be deducted from the total invoice amount.

Carrier hereby elects the 3 day payment option: _____ Date _____

2. Five Day Payment: By signing below this Section, Carrier's properly submitted invoices will be paid by having funds transmitted to the bank account designated by Carrier via EFT (electric funds transfer) on the fifth business day after receiving all required paperwork and backup. For this option, a three percent (3%) discount will be deducted from the total invoice amount.

Carrier hereby elects the 5 day payment option: _____ Date _____

3. Ten Day Payment: By signing below this Section, Carrier's properly submitted invoices will be paid by having funds transmitted to the bank account designated by Carrier via EFT (electric funds transfer) on the tenth business day after receiving all required paperwork and backup. For this option, a two percent (2%) discount will be deducted from the total invoice amount.

Carrier hereby elects the 10 day payment option: _____ Date _____

Invoices that do not have Broker's correct reference number or which do not match the amount approved by the local office or do not have the required paperwork or backup, will be paid within the standard terms of Broker after the foregoing discrepancies are resolved. Broker reserves the right to review all invoices and charges after payment and to request a refund where it believes that the original invoice included and over charge or duplicate payment. Business days do not include Saturdays, Sundays or holidays celebrated by Broker.

Broker may change or cancel this addendum upon thirty (30) days notice to Carrier at any time. If Broker notifies Carrier of a change and Carrier continues to accept loads for Broker after the effective date of the change then Carrier shall be irrefutably deemed to have accepted the change.

Acknowledged by:
Exel Transportation Services, Inc.

By: _____ Date: _____
Title: _____



EXEL TRANSPORTATION SERVICES, INC.

DIRECT DEPOSIT REQUEST FORM

Please send the following items by email to: vendors@ets.exel.com or fax to our Vendor Department at (901) 818-8231.

- 1) Completed request form.
- 2) A copy of the company's voided check or an email from a Bank Representative verifying your account with them along with the account number and routing number or letter/fax from your bank verifying your account number and routing number.

If this form is not complete or the specific banking information referenced above does not accompany this request, the company will continue to receive payments via check.

1. CARRIER NAME: _____
2. CONTACT NAME: _____
3. CONTACT E-MAIL ADDRESS (*REQUIRED FOR DIRECT DEPOSIT*):

4. CARRIER TELEPHONE NUMBER: _____
5. CARRIER FAX NUMBER: _____
6. BANK NAME: _____
(In full)
7. BANK ADDRESS: _____
8. CITY: _____ STATE _____ ZIP _____
9. ACCOUNT NUMBER: _____
10. ROUTING NUMBER: _____

Exel Carrier Profile Survey

Purpose of the survey: Completed Profile will enable us to offer you more opportunities matching with your company's information

Sales Contact: _____ Sales Phone: _____

Sales E-Mail _____

Pricing Contact: _____ Pricing Phone: _____

Pricing E-Mail: _____

If you do not have an email address please include fax number

Type of Company: (check all that apply) Carrier Broker Private Fleet

Minority Status: Female African American Native American
 Hispanic Asian American

Equipment: check all that apply

Vans Reefer Tanker Flatbed Chassis Bulk

Other (please specify) _____

of Power Units: _____ # of Dry Vans: _____ # of Tankers _____

of Flatbeds: _____ # of Reefers: _____ # of Facilities: _____

Certifications: (check all that apply)

CTPAT FAST SmartWay

Hazmat - Expiration Date: _____ Alcohol

Services: (check all that apply)

Bonded Multi-Stop Intermodal Spot/Drop Trailers EDI Capable

Teams Air Ride Lift Gate Satellite Tracking LTL

Final Mile Security White Glove Final Mile Delivery

