



**EXPEDITED BROKER-CARRIER SERVICE AGREEMENT**

THIS AGREEMENT, "Agreement" made and intended to be effective this (the) \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between **ARPCO Enterprises Inc. dba ARPCO Transport Services** ("ARPCO") and \_\_\_\_\_ ("Carrier"), Motor Carrier \_\_\_\_\_ (MC#), a corporation organized and existing under the laws of the State/Province and Country of \_\_\_\_\_.

**RECITALS**

1. Carrier desires to provide cargo transportation services related to ARPCO's transportation business, as more particularly set forth on Exhibit A to this Agreement (herein "Services").
2. ARPCO desires to utilize the services of Carrier on a non-exclusive, ad-hoc basis to perform the Services, all in accordance with the terms and subject to the conditions of this Agreement.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, Carrier and ARPCO agrees as follows:

**Section 1. Transportation Services.**

- (a) ARPCO in its sole discretion will direct cargo to Carrier from time to time for transportation by Carrier. Any Bill of Lading utilized shall be considered a pickup and delivery receipt only and, except for destination/consignee information, all terms or other conditions of freight carriage and matters related thereto shall be as set forth in this Agreement. Carrier shall not be required to furnish any specific number of vehicles or to haul any specific amount of cargo. Nothing in this Agreement shall preclude ARPCO from using the services of other Carriers. Carrier's service shall be provided at its own expense and under its entire control as an independent contractor to ARPCO. ARPCO does not control, or have the right to control the means, methods, day-to-day operations, or any issues regarding the specifics of driver conduct. Carrier will transport ARPCO tendered shipments without delay and immediately notify ARPCO of any likelihood of delay or of any incident or circumstance that will prevent or delay pick up or delivery to the customer.
- (b) Carrier shall provide serviceable equipment and trailers maintained in broom-clean, good and legal operating condition. Carrier shall at all times be responsible for and pay all costs and expenses necessary or incidental for the maintenance and operation of the equipment and vehicles, including the cost of fuel, supplies, licenses, permits and tolls. Carrier shall have exclusive control and direction of the equipment and vehicles used in the performance of Services pursuant to this Agreement. When transporting ARPCO customers' cargo, Carrier shall devote its vehicle to the exclusive use of ARPCO and the cargo directed to Carrier by ARPCO. ARPCO will not ask or require Carrier to violate any laws to meet time guidelines and the Carrier warrants that it will not violate any laws to meet said time guidelines. Carrier has the right to stop a load or refuse transit of any shipment tendered by ARPCO if the transportation of such shipment involves a violation of the law, safety rules, regulations or procedures.

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- (c) Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits required by local, state or U.S. federal authorities, as well as Canadian authorities, as applicable, for the performance of Services and shall file and maintain appropriate tariffs required by any applicable jurisdiction. Carrier shall comply with all applicable state, local and federal laws, ordinances, codes, rules and regulations in performing the Services, including without limitation those of the US Department of Transportation, the US Federal Highway Administration and any applicable Canadian and Mexican laws, ordinances, codes, rules and regulations. A copy of Carrier's operating authority(s) is attached as Exhibit B.
- (d) Carrier's drivers shall be properly licensed and qualified for the operation of Carrier's vehicles and the performance of the Services.
- (e) Carrier agrees not to "double broker" any load tendered to Carrier, and Carrier shall cause all freight accepted by Carrier to be delivered by Carrier unless (i) prior written approval of ARPCO is secured or (ii) Carrier is a duly licensed property broker and enters into a separate broker-broker agreement with ARPCO.
- (f) Carrier will maintain a Satisfactory Safety Rating at all times while performing services for ARPCO under this Agreement to the extent Carrier has been assigned a rating. Carrier will notify ARPCO immediately if it becomes aware that its Safety Rating has been assigned as or downgraded to Conditional or Unsatisfactory, and Carrier will not accept for transport any shipments from ARPCO if its Safety Rating is Unsatisfactory. Carrier shall indemnify and defend ARPCO, any shipper, and any third party from and against any cost, expense, fine, penalty, damage or claim for Carrier's failure to abide by the terms of this item (f). Carrier shall maintain a safety program for its drivers which can be reviewed by an independent organization at ARPCO's request. ARPCO shall also be advised of any certifications Carrier may have with ATA, TCA or other industry organizations. Carrier has the responsibility to maintain a file on all accidents/incidents that ARPCO can audit on a periodic basis in order to determine whether to continue to utilize Carrier.
- (g) Carrier hereby acknowledges that any van fleet and van drivers utilized by Carrier meet the following criteria (i) all drivers have a Commercial Drivers License (CDL); (ii) Carrier has a current, written, and enforceable safety policy applicable to such van fleet and van drivers; and (iii) Carrier maintains an intrastate or interstate operating authority as applicable to the transportation services provided. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.
- (h) Carrier hereby acknowledges that it possesses full and complete understanding and knowledge of the DOT's CSA 2010 program (including, but not necessarily limited to, driver violations and ranking criteria). Carrier, and any drivers of Carrier, shall at all times meet CSA 2010 safety standards sufficient to enable Carrier to (a) operate without DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers with regard to quality of driver safety as measured under CSA 2010. Carrier further agrees to (i) immediately notify ARPCO in writing of receiving notification that Carrier has been deemed "unfit" or "marginal" in any area of their safety and compliance performance measured by the CSA 2010 program; and (ii) to reject and not otherwise accept the transport of any freight offered by ARPCO during such time as Carrier is deemed "unfit" or "marginal" in any area of its safety and compliance performance measured by the CSA 2010 program.
- (i) Carrier shall only provide services under this Agreement by using competent professional drivers who meet the minimum driver qualification standards of the DOT, including, but not limited to, familiarity and compliance with state and federal motor carrier safety regulations. Carrier shall not provide services under this Agreement when utilizing any driver found to be unsafe, unqualified, unfit, uninsurable, or marginal, pursuant to federal or state law or the criteria established by the DOT as part of the CSA 2010 program.

## **Section 2. Compensation.**

ARPCO will pay the Carrier for its performance of the Services in accordance with the rates set forth in each applicable ARPCO Rate Confirmation Sheet, the form of which is attached hereto as Exhibit C.

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Carrier shall take such steps as are required by applicable law and any appropriate governmental authorities, commissions or bodies to ensure such rates are lawful. Carrier will invoice ARPCO upon completion of Carrier's performance of Services and each invoice will reference the applicable ARPCO Rate Confirmation Sheet number assigned by ARPCO. Invoices due hereunder are intended to be paid within thirty (30) days, provided that such invoices are accompanied by (i) a complete original or legible copy of the bill of lading, (ii) a proof of delivery acceptable to ARPCO, (iii) reference number(s) to the applicable ARPCO Rate Confirmation Sheet(s) and subject to the right of offset hereby granted, but no interest, penalty or other late charge or assessment shall apply. Upon receipt of payment from ARPCO, Carrier forever releases and assigns, transfers and conveys to ARPCO all rights to recover freight charges and grants authorization to ARPCO to collect and retain all freight charges due from Customers, Shippers, Consignees and third parties for transportation of freight and all related services as described on Exhibit C.

### **Section 3. Term and Termination.**

The term of this Agreement shall commence on the latter of dates of signature hereon, and continue thereafter until terminated by either party at any time without liability upon thirty (30) days' prior written notice to the other party. Such termination shall not release either party from any liability or obligation existing or accrued at or prior to the date of such termination.

### **Section 4. Carrier's Indemnification.**

- (a) Carrier shall indemnify, defend and hold harmless ARPCO, its officers, directors and employees from and against any and all claims, actions, losses, damages, expenses, judgments and costs without limitation, (including reasonable attorneys' fees and costs) resulting from or arising out of Carrier's performance of the Services including any loss of, damage to or destruction of cargo, property and vehicles, or from the death or injury to any person, unless arising from ARPCO's grossly negligent or wrongful act(s). The obligations of Carrier under this Section shall survive termination or expiration of this Agreement.
- (b) The Carrier shall pay any and all taxes, together with penalties, fines or interest thereon, imposed or levied by any federal, state or local taxing authority having jurisdiction over the operation, use, maintenance or ownership of the vehicles and the Carrier shall indemnify and hold harmless ARPCO from any and all taxes and contributions, the payment of which is the responsibility of the Carrier.

### **Section 5. Insurance. (All amounts stated in U.S. Currency)**

- (a) During the term of this Agreement and any other time when the Carrier performs Services for ARPCO, the Carrier shall maintain a policy or policies of insurance with a minimum of coverage as follows (Carrier acknowledges that the minimum amounts of coverage stated may not adequately or fully protect Carrier in the event of a claim and that Carrier remains liable for full claim amounts that may be in excess of the stated minimum amounts of coverage):
  - i. Cargo liability insurance with minimum limits of \$100,00 per occurrence.
  - ii. Automobile liability insurance covering its owned, hired and non-owned automobiles with minimum limits of \$1,000,000 combined single limit (CSL) per occurrence. If transportation services are provided hauling hazardous commodities which fall under 49 C.F.R. 1043.2(b)(2)(b), insurance must be maintained with minimum limits as designated mandatory by the D.O.T. (Hazardous Materials Certificate of Registration must also be attached as Exhibit E);
  - iii. Comprehensive General Liability Coverage, including bodily injury and property damage, contractual liability and personal injury liability coverage in an amount not less than One Million Dollars) (\$1,000,000) combined single limit for each occurrence;

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- iv. Worker's Compensation insurance in such amounts as required by applicable statutes and Employer's Liability insurance with minimum limits of \$100,000 per occurrence. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations, including but without limitation: workers compensation liability, awards by a worker's compensation court, or attorney' fees or expenses.
- v. After every effort has been exhausted to comply with the "owned, hired and non-owned" (any auto) requirements in section 5(ii), coverage for scheduled automobiles will be accepted.
  - (b) The policies described in the immediately preceding subsections (ii) — (iii) shall name ARPCO as an additional insured.
  - (c) Such policies shall be insured by an underwriter carrying a minimum A.M. Best's rating of B+, VII, and shall provide that the policies may not be cancelled or be materially changed without 30 days prior written notice to ARPCO. Carrier shall provide certificates of Insurance evidencing the above coverage upon execution of this agreement, at each policy renewal, and at such other times as ARPCO may request. Such certificates shall be attached as Exhibit D.
  - (d) Carrier represents and warrants that there are no exclusions in the insurance policy that would preclude coverage for the types of freight that it will accept from ARPCO for transport.

#### **Section 6. Claims and Liability Standards.**

- (a) **Carrier** shall assume all risk of loss and liability in the transportation of any goods for ARPCO from the time of Carrier's receipt of such goods from ARPCO or ARPCO's customer until proper delivery of the same has been made. All claims will be filed and resolved in accordance with the provisions of 49 CFR Part 370, including Ex Parte No. 263. All liability standards and burdens of proof will be governed by the common law applicable to common carriers and by the provisions of 49 U.S.C. 14706 (the Carmack Amendment).
- (b) Carrier will be liable for the lesser of repair or replacement cost of the damaged cargo. Any such loss shall be calculated on the destination market value, and not on the "depreciated value" of the goods lost or damaged. No other measures of valuation may be used.
- (c) If it is not possible to determine the actual value of the cargo which was lost or damaged, the value of such cargo will be stipulated between the parties as ten (\$10.00) dollars per pound, per damaged item.
- (d) Carrier shall be liable under this Agreement for any consequential damages arising out of the Carrier's failure to deliver cargo/shipments in conformity with any agreed upon pickup and/or delivery time. Under no circumstances shall ARPCO be liable to Carrier or to any third party for any special, incidental or consequential damages of any nature whatsoever or howsoever caused, or claims for diminished value, even if it was known or suspected that such damages might, could or would be incurred, that arise from Carrier's performance or non-performance under this Agreement.
- (e) **EXPEDITED SERVICES**, Except as set forth in Section 6(d), above, Carrier agrees that upon acceptance of each **Expedited shipment** from ARPCO that Carrier shall provide ARPCO with a guaranteed delivery time (**the "Time Guarantee"**) for each such shipment at the consignee or other final destination, all of which will be particularly written on the applicable Rate Confirmation Sheet(s). Should Carrier fail to deliver each such shipment within:
  - i. Two hours of the Time Guarantee, then Carrier shall waive twenty-five percent (25%) of the delivery charges owed by ARPCO to Carrier for services rendered for such shipment;
  - ii. Four hours of the Time Guarantee, then Carrier shall waive fifty percent (50%) of the delivery charges owed by ARPCO to Carrier for services rendered for such shipment.

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- (f) Carrier shall be excused from its obligations set forth in Section 6(d) for failure in performance resulting from acts or events beyond the reasonable control of Carrier. Under this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, court order, riot, hostilities between nations, civil disturbance, flood, war, strikes, walkouts, fires, other catastrophes, or other "Force Majeure" events beyond the parties' reasonable control; provided, however, that the parties shall make all reasonable efforts to meet their obligations during the duration of the Force Majeure condition; and the party declaring Force Majeure shall immediately notify the other party on the date when the Force Majeure condition begins, the nature of the Force Majeure condition and when such condition is terminated. However, during any such suspension, ARPCO shall have the right to have a third party perform Services in substitution for Carrier.
- (g) Carrier shall not withhold delivery of any freight due to any dispute with ARPCO regarding cargo claims, freight charges or otherwise. Carrier waives and releases all liens which it might otherwise have to any freight in its possession.
- (h) Carrier agrees that ARPCO has the exclusive right to handle all billing of freight charges to the customer for transportation services provided herein, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight, or the customer.

**Section 7. Independent Contractor Relationship.**

The parties intend that an independent contractor relationship will be created by this Agreement, and there is no labor relationship between the parties and/or between the parties and the employees or representatives of the other party. ARPCO is interested only in the results of Carrier's work and shall not exercise any control over the conduct or supervision of the work or the means of Carrier's performance. Carrier shall have full responsibility for the payment of all applicable state and local taxes and contributions, including penalties and interest imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute for their respective operations.

**Section 8. Miscellaneous**

- (a) No consent or waiver, express or implied, by either party to or of any breach of default by the other party in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act, of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.
- (b) In the event of any conflict between any term or provision of this Agreement and any term or provision in any Exhibit, the term or provision of this Agreement shall govern to the extent of the conflict. Without limiting the generality of the foregoing, the terms and conditions of this Agreement shall prevail in all respects to any term or condition contained in the Bill of Lading and any such Bill of Lading shall be effective only for a pick-up and delivery receipt.
- (c) All Exhibits described in this Agreement shall be deemed to be incorporated and made a part of this Agreement.
- (d) This Agreement shall not be assigned, delegated or transferred in whole or in part by either party, nor shall either party assign any monies due or to become due to it pursuant to this Agreement without the prior written consent of the other party.
- (e) This Agreement is entered into in Texas, U.S.A., and shall be governed by and construed according to the laws of Texas. The parties submit to the exclusive jurisdiction of the appropriate court within the State of Texas for the adjudication of any dispute which may arise hereunder.
- (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- (g) Section headings contained in this Agreement are for each of reference only and shall not affect the interpretation or meaning of this Agreement.

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- (h) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors, assigns and legal representatives.
- (i) If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- (j) All notices requests, consents, approvals and other communications required in this Agreement shall be in writing and shall be deemed to have duly given if hand-delivered, sent by FedEx priority service or sent by U.S. certified or registered mail, return receipt requested, to the following addresses :

If to ARPCO: ARPCO Enterprises Inc. dba ARPCO Transport Services  
Attn: Carrier Development  
1702 Minters Chapel Rd. Ste. 212  
Grapevine, TX 76051

With a copy to: ARPCO Enterprises Inc. dba ARPCO Transport Services  
Attn: Carrier Development  
P.O. Box 1239  
Grapevine, TX 76099

This Agreement, together with any Exhibits, constitutes the entire Agreement between the Carrier and ARPCO and supersedes all prior written or oral agreements, understanding, representations, negotiations and correspondence between them. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or usage of trade and may only be supplemented, amended or modified by a written instrument duly executed by officers or both parties.

### **Section 9. Disclosure of Information.**

Carrier acknowledges that certain of ARPCO's valuable, confidential and proprietary information may come into Carrier's possession. Accordingly, Carrier agrees that all such information furnished to Carrier by ARPCO shall remain the exclusive property of ARPCO, and agrees to hold all information it obtains from or about ARPCO in strictest confidence, not to use such information other than for the performance of the Services, and to cause any of its employees or subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which Carrier is bound. Carrier shall not communicate ARPCO's information in any form to any third party without ARPCO's prior written consent. In the event of any violation of this provision, ARPCO shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which ARPCO may be entitled.

### **Section 10. Competition.**

Carrier agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by ARPCO for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of ARPCO's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to ARPCO for a commission in the amount of twenty percent (20%) of the gross revenue per load on any freight so transported by Carrier for any of ARPCO's accounts together with interest at the rate often (12%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force for a period of one (1) year after the termination of this Agreement by either party. The provisions of this item are applicable to Carrier, its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.

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**Section 11. Use of English Language.**

ARPCO and Carrier declare that they have required that this Agreement and its Terms and Conditions and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their fully-authorized representative as of the day and year first above written.

|                      |                            |                      |
|----------------------|----------------------------|----------------------|
|                      | ARPCO Enterprises Inc. dba |                      |
| <b>Broker</b>        | ARPCO Transport Services   | <b>Carrier</b>       |
|                      | _____                      | _____                |
|                      | Authorized Signature       | Authorized Signature |
|                      | _____                      | _____                |
|                      | Date                       | Date                 |
| <b>Printed Name:</b> | Albert R. Puig             | <b>Printed Name:</b> |
|                      |                            | _____                |
| <b>Title:</b>        | President                  | <b>Title:</b>        |
|                      |                            | _____                |
| <b>Phone:</b>        | 817.481.7442 x. 102        | <b>Phone:</b>        |
|                      |                            | _____                |
| <b>E-Mail:</b>       | albert.puig@arpc.com       | <b>E-Mail:</b>       |
|                      |                            | _____                |



**Carrier Set-up Form**

Phone#: 800 237.4596 x. 4

Fax #: 817 778.4982

E-mail: [cdd@arpc.com](mailto:cdd@arpc.com)

**\*\*THIS FORM MUST BE COMPLETED\*\***

|   |                  |                         |                       |
|---|------------------|-------------------------|-----------------------|
| _____                                     |                  | _____                   |                       |
| (Legal Name/D.B.A.)                       |                  | (Year Business Started) |                       |
| _____                                     |                  | _____                   |                       |
| (Address)                                 | (City)           | (State)                 | (Zip)                 |
| _____                                     |                  |                         |                       |
| Payment Address (if different than above) |                  |                         |                       |
| _____                                     | _____            | _____                   | _____                 |
| Dispatch Contact #                        | Dispatch Phone # | After Hrs. #            | Fax #                 |
| _____                                     | _____            | _____                   | _____                 |
| Emergency Contact #                       | Cell #           | Dispatch E-mail         | Accounting E-mail     |
| _____                                     | _____            | _____                   | _____                 |
| MC#                                       | DOT#             | SCAC Code               | Federal Tax Payer ID# |

SmartWay Partner    Yes    No    Type of Trucks (mark one):    Van    Reefer    Flat    RGN

Business Type:                      Sole Proprietorship    Corporation    Non-Profit    LLC

Company Officer/Owner, Titles, and % Ownership: \_\_\_\_\_

\*\*This must be filled out for setup\*\*

Potential conflict of interest disclosure: Does the carrier or any of its employees, officers, or owners have a family relationship or joint business interest with ARPCO Transport Services or any ARPCO Transport Services employee?

Yes            No            If yes, Please Describe: \_\_\_\_\_

**Certification:** Under the penalties of perjury, by signature I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued, and
2. I am not subject to backup withholding because a.) I am exempt from backup withholding, or b.) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or c.) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (You must cross out item 2 above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return) and
3. All information provided is true and correct to the best of my knowledge, information, and belief.

Vendor Office or Authorized Representative of Carrier

|                        |        |
|------------------------|--------|
| _____                  | _____  |
| (Authorized Signature) | (Date) |
| _____                  |        |
| (Printed Name & Title) |        |



ADDENDUM TO BROKER - CARRIER AGREEMENT



made a part hereof by reference.

SEC. 32919. UNLAWFUL BROKERAGE ACTIVITIES. H. R. 4348—423

Section 32919 of MAP-21, establishes a \$10,000 fine per occurrence for those entities arranging transportation for compensation, which are not properly registered and licensed. Additionally, by placing this language into law, it affords private parties the ability to take action for themselves for unauthorized brokerage activities, without relying on the Federal Government.

“(a) PROHIBITED ACTIVITIES.—A person may provide interstate brokerage services as a broker only if that person—

“(1) is registered under, and in compliance with, section 13904; and

“(2) has satisfied the financial security requirements under section 13906.

“(c) CIVIL PENALTIES AND PRIVATE CAUSE OF ACTION.—Any person who knowingly authorizes, consents to, or permits, directly or indirectly, either alone or in conjunction with any other person, a violation of subsection (a) is liable—

“(1) to the United States Government for a civil penalty in an amount not to exceed \$10,000 for each violation; and

“(2) to the injured party for all valid claims incurred without regard to amount.

“(d) LIABLE PARTIES.—The liability for civil penalties and for claims under this section for unauthorized brokering shall apply, jointly and severally—

“(1) to any corporate entity or partnership involved; and

“(2) to the individual officers, directors, and principals of such entities.”.

**CARRIER REPRESENTS AND WARRANTS SUBJECT TO THE LAW STATED ABOVE THAT IT:**

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property on its owned equipment, under its own cargo & liability insurance, operating authority and subject to the terms of the Broker-Carrier Agreement stated above;
- C. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of ARPCO. If CARRIER breaches this provision, ARPCO shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon ARPCO’S payment to delivering carrier, CARRIER shall not be released from any liability to ARPCO under this Agreement. In addition to the indemnity obligation in Par 1.H, of the Broker-Carrier Agreement. CARRIER will be liable for consequential, punitive and special damages for violation of this provision.

IN WITNESS WHEREOF, we have signed this addendum the date and year shown below:

Carrier \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Please Fax or Email to:  
Fax: 1-817-778-4982  
Email: [cdd@arpc.com](mailto:cdd@arpc.com)

Signature \_\_\_\_\_

By submitting these forms electronically your are authorizing the electronic signatures that are contained herein.