



GENEX 191 Waukegan Rd Northfield, IL 60093

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 Toll Free 800-521-0191  
 Web www.genexlp.com  
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Date:	
Your Company Name:	
Phone #:	Fax #:

**INTERESTED IN BECOMING AN  
 OVER-THE-ROAD AND/OR INTERMODAL CARRIER  
 FOR GENEX AND OUR CUSTOMERS?**

We appreciate your inquiry. In order to **QUALIFY**, please reference the following chart for **mandatory** and voluntary documentation required to add your company to our **PREFERRED CARRIER** list.

<b>MANDATORY</b>		<i>GENEX USE ONLY</i> (DATE RECEIVED)
OPERATING AUTHORITY	Fax/e-mail a copy of your authority	
INSURANCE CERTIFICATES (Cargo and Commercial)	Ask your agent to fax or e-mail certificates naming Genex LP as additional insured	
CONTRACT	Print, sign and return (via fax) the attached	
INTERMODAL ADDENDUM (Intermodal Draymen only)	Print, sign and return (via fax) the attached	
BILLING POLICY	Print, sign and return (via fax) the attached	
CARRIER PROFILE FORM	Print, complete and return (via fax) the attached	

<b>VOLUNTARY</b>		<i>GENEX USE ONLY</i> (DATE RECEIVED)
HAZ-MAT CERTIFICATION	Fax/e-mail your haz-mat certificate	
REFERENCES	Fax/e-mail your customer and/or bank references	

Please fax the mandatory documents along with this cover sheet to (847) 446-0557 or e-mail them to gnxinfor@genexlp.com

Should you have any questions or comments, please call Genex Pricing at 847-446-0440 x504



CONTRACT NUMBER \_\_\_\_\_  
DATED \_\_\_\_\_

Original

**MOTOR CARRIER – BROKER CONTRACT**

**I. IDENTIFICATION OF PARTIES**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Hereinafter referred to as CARRIER, and GENEX, L.P., 191 Waukegan Road, Northfield, Illinois 60093 (MC#243392) hereinafter referred to as BROKER.

WITNESSETH:

(1) CARRIER is a motor contract carrier of property authorized by the Federal Motor Carriers Safety Administration (FMCSA) by Permit No. MC-\_\_\_\_\_ (a copy of which permit is attached hereto and made a part hereof as Appendix "A") to provide transportation of property under contract with shippers and receivers of general commodities, and

(2) BROKER is a motor carrier broker, licensed by the Federal Motor Carriers Safety Administration (FMCSA) to arrange for the transportation of property by License No. MC-243392, (a copy of which license is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to CARRIER and thus is a shipper under those criteria.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

**II. TERMS AND JURISDICTION OF THIS AGREEMENT**

This AGREEMENT shall be governed by Title 49 of the United States Code and Part 49 of the Code of Federal Regulations.

This AGREEMENT is to become effective \_\_\_\_\_, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party to the other. BROKER has retained on file a signed copy of this agreement at its place of business located at 191 Waukegan Road, Northfield, Illinois 60093 where it is available for inspection and verification by the signatories, by their designated agents, by their designated legal representatives, and/or any other party or parties holding forth a legitimate claim of interest in the terms of this agreement.

**III. SPECIFIC OBLIGATIONS OF CARRIER**

(a) The CARRIER shall issue a uniform standard bill of lading in accord with 49 USC §80101 and 49 CFR Part 373 for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property. Failure to issue a bill of lading does not affect the liability of the CARRIER. The CARRIER's liability shall be the same as a common carrier's liability under 49 USC 14706. The parties expressly agree that no shipment shall move subject to released rates unless such limitation of liability shall have been specifically agreed to in writing between the parties. A notation on a bill of lading or other similar document shall not constitute the specific agreement required by this provision.

(b) CARRIER agrees to maintain cargo insurance in the amount of at least \$100,000 to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. The cargo insurance shall be in the form required by 49 CFR Part 387 and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said part (i.e.:49 CFR Part 387).

(c) CARRIER's liability shall begin at the time cargo is loaded upon CARRIER's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party.

(d) CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this AGREEMENT. CARRIER further agrees to defend and hold harmless BROKER for any and all liability, costs and damages to persons and/or property arising out of CARRIER's operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits, related to the shipments transported by CARRIER as arranged by BROKER.

#### **IV. SPECIFIC OBLIGATIONS OF BROKER**

BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addenda thereto, within 30 days of the receipts by BROKER of CARRIER's invoice covering such transportation.

#### **V. RATES AND CHARGES**

(a) The basic transportation rates negotiated between the parties are:

(1) Freight, all kinds: truckload shipment \$\_\_\_\_\_/mile, between all points in the United States.

(2) Freight, all kinds: less than truckload shipment, (less than 5,000 pounds) \$\_\_\_\_\_/mile, between all points in the United States.

(b) The parties agree that the fixed rate may be amended, based on the market conditions then prevailing. The methodology for amending the fixed rate will be as follows. After a rate is agreed to by the parties, one party shall fax to the other party a rate confirmation sheet, which document will identify the shipment by: DATE OF TENDER, ORIGIN, DESTINATION, COMMODITY, ESTIMATED WEIGHT, AGREED RATE. These rate confirmation sheets shall be an accepted amendment to this AGREEMENT, and on the upper right hand corner of the sheet, there shall be a reference to the agreement for identification. Because of storage difficulties, the rate confirmation sheet need not be attached to the original agreement, but it may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet. If either party disputes the accuracy of the amended fixed rate, that party shall within 24 hours of receipt of it notify the other party, and a disputed rate shall not become an amended fixed rate until the parties agree to it.

(c) CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges.

## **VI. BILLS OF LADING**

The bill of lading shall note that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as a broker. The name of the underlying shippers shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee.

## **VII. SERVICE DESIGNED TO MEET THE DISTINCT NEEDS OF THE BROKER**

The BROKER needs the CARRIER to assume full liability for the actual loss of or injury to the property tendered to the CARRIER to negate a possibility of the CARRIER moving these goods on released rates with a limitation of liability, and Paragraph III. (b) specifically imposes this obligation upon the CARRIER. Paragraph IX. (a) (below) imposes a further obligation on the CARRIER that claims shall be settled in accordance with 49 CFR Part 370 and extends the time for filing of claims and subsequent suits, and this is also designed to meet the distinct needs of the BROKER. Further, the BROKER needs a single forum for the settlement of disputes, and paragraph IX. (b) (below) meets this distinct need of the BROKER. The BROKER further needs protection against back solicitation of its clients by the CARRIER, and Paragraph XII. (below) is designed to meet this distinct need. Broker needs guarantees as to transit time and Paragraph X. fulfills this need.

## **VII. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS AND OTHER DISPUTES**

(a) Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 CFR Part 370. As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within one year after delivery of the property; or, in the case of failure to make delivery, then within one year after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier within two years, three months and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims shall not be paid.

(b) If any dispute arises about any matter covered by the terms of the Motor Carrier-Broker Contract, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Surface Transportation Board. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Board, and the terms of this contract that the complainant believes have been violated. Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111. No court action can be taken by either party prior to the decision of the Board, and the decision of the Board shall be binding, final and non-appealable. If for any reason the Board refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal, in the federal district or state county in which the BROKER is located.

## **IX. TRANSIT TIME**

The BROKER and the CARRIER may make agreements on each shipment as to required transit time. Such agreements may make the transit time obligation less or more than "reasonable dispatch." In the absence of an agreement between the parties, the following transit time schedule shall apply. (1) On shipments moving less than 500 miles, next day delivery. (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate; on a shipment moving 2900 miles, delivery shall be made in six (6) days.)

**X. INDEPENDENT CONTRACTOR STATUS**

The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that the BROKER shall be the agent for the carrier for the collection of charges, when the shipper pays the BROKER, as per Paragraph VI.

**XI. NO BACK-SOLICITATION BY CARRIER**

CARRIER shall 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) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and "back-solicits" the BROKER's customers, and/or obtains traffic from such a customer, the BROKER then is entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from the CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages.

**XII. FORCE MAJEURE EXEMPTIONS**

Neither party hereto will be liable for the failure to tender or timely transport freight under this AGREEMENT if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

IN WITNESS THEREOF,

The parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CARRIER \_\_\_\_\_ BROKER \_\_\_\_\_ GENEX, LP \_\_\_\_\_

F.E.I.N.# \_\_\_\_\_  
Or S.S.# \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

SCAC CODE: \_\_\_\_\_



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MOTOR CARRIER - BROKER CONTRACT
INTERMODAL DRAYMAN ADDENDUM

This 'Intermodal Addendum' is incorporated into the Genex, LP. Motor Carrier-Broker Contract. The terms and conditions of this Addendum are intended to supplement the Motor Carrier-Broker Contract. In the event of any conflict between the Contract and the 'Intermodal Addendum', the terms of this Addendum shall take precedence.

The terms of this Addendum shall apply only to the carrier performing the pick-up or delivery portion of an intermodal shipment with prior or subsequent railroad or ocean movement.

- 1. Carrier will participate and comply with terms and conditions of the UIIA (Uniform Intermodal Interchange Agreement) and individual contract addendum for all railroad and equipment owners whom this carrier intends to perform with.
2. Carrier is responsible to schedule appointments for pick-up or delivery, unless otherwise instructed by Genex.
3. Carrier agrees to trace all inbound shipments from the time of Genex pre-notification through delivery.
4. Carrier is responsible to deliver or out-gate shipment within allowed free time provided by the rail carrier. In the event carrier fails to out-gate within the allotted free time (24 to 48 hours), carrier will be responsible for all storage and per diem and subject to settlement via check payment, EFT or offset.
5. If carrier can not or will not accept a pick-up or delivery order, carrier must advise Genex within 24 hours of receipt of their intent to refuse request. In the event carrier fails to notify Genex within 24 hours of receipt, carrier will be responsible for storage, per diem and any additional handling charges resulting from non-communication of refusal.
6. Carrier is responsible to verify legal weight of any pick-up or delivery, including but not limited to, adjusting trailer or chassis axles to protect from axle bridge law overweight fines.
7. Carrier will not 'drop' shipments unless instructed by Genex. If Genex work order states live load or unload and shipper or consignee request a drop shipment, carrier must notify Genex immediately to secure written Genex authorization prior to actual drop. In the event carrier fails to notify Genex and secure written authorization, carrier will be responsible for any and all per diem charges resulting from unauthorized 'drop'.
8. In the event carrier arrives at rail terminal to pick-up or deliver a trailer or container and is unable to proceed due to lack of billing, paperwork or chassis, carrier shall notify Genex immediately. Genex will not honor any drayage charges for re-delivery or dry-run if Genex is not afforded the opportunity to remedy the situation.
9. Carrier is responsible for any additional charges resulting from sourcing or providing restricted equipment for loading without Genex authorization. This includes, but is not limited to, increased line haul charges, storage, per diem, off-line penalties, cross-over penalties, interline and/or termination penalties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this date. \_\_\_/\_\_\_/\_\_\_.

Carrier name: Genex, LP.
By:
Title:
Date:
By:
Title:
Date:



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To: All Motor Carriers

Your cooperation with the procedures listed below will help us process your invoices in the most efficient manner possible.

STANDARD BILLING PROCEDURE

- Your invoice should cover only one move (trailer/container).
A Genex order number will appear on our PICK-UP ORDER or PRE-NOTE. This order number, as well as a TRAILER/CONTAINER number, must appear on your invoice.
INTERMODAL DRAYMEN - The bill of lading must accompany your invoice for moves covering origin pick-ups. A signed delivery receipt must accompany your invoice for moves covering final deliveries.
OTR CARRIERS - A copy of the bill of lading and a signed delivery receipt must accompany your invoice.
Genex must be notified immediately if rate differs from that stated on pick-up order or pre-note.
General price updates must be submitted with at least 15 days prior notice.

ACCESSORIAL BILLING PROCEDURE

Notification & Approval

- Carrier must advise a Genex dispatcher immediately after it has been determined that a shipment can or will incur excess charges. Written notification (fax or email) of charges are required in addition to verbal notification.
Carrier must submit written request for approval with all back-up documentation via fax within 10 business days of actual service.
Accessorial request forms must include location, trailer/container#, date, time, a detailed explanation of charges and services and the Genex Order Reference#.
Genex will honor only one initial request for excess charges. Carrier must include all charges on same request. (i.e.: Driver Detention, Diversions, Flips, Terminations, Scales, etc...)
If all requirements are fulfilled, Genex will issue carrier approval.
Genex maintains a minimum accessorial amount of \$15.00. Please do not submit request for charges below \$15.00 (FSC excepted).

Billing

- Carrier must submit all original support documents and a copy of a signed approval form with invoice.
Genex will pay only approved amounts.
Genex requires invoices be received within 6 months of actual service.

Declinations, Returns and Debits

- Genex was not notified of accessorial charges at time of occurrence.
Copy of signed approval form not included with invoice.
Charges differ from those approved on original signed authorization form.
Charges not approved or previously declined.
Charges below our minimum requirement.
Charges resulting from missed appointment.

If you have any questions regarding these procedures, please contact or accounts payable department.

Thank you,

Signature: \_\_\_\_\_

Accepted by: \_\_\_\_\_
(Print Name)

Carrier: \_\_\_\_\_

Date: \_\_\_\_\_

Accounts Payable x127



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TO: PRICING/ OPERATIONS  
 FAX (847-446-0557)

FROM: \_\_\_\_\_  
 (Your Name)

\_\_\_\_\_

(Your Title)



We do work with brokers and I am interested in seeing how GENEX can help me to find backhauls/fill our empty capacity.

### CARRIER PROFILE

HIGHWAY       INTERMODAL DRAYAGE       BOTH

CARRIER NAME:			
MC#:	FEIN #		
ADDRESS:			
CITY:	STATE	ZIP:	
PHONE:	FAX:		
E-MAIL:	WEB SITE:		

<b>MAIN DISPATCH CONTACTS:</b>		<b>MAIN PRICING CONTACTS:</b>	
1.		1.	
2.		2.	
# OF VANS:	# OF REEFERS:	# OF FLATBEDS:	# OF CHASSIS:
# OF COMPANY DRIVERS:		# OF OWNER OPERATORS:	
SPECIFIC REGIONS/STATES/ CITIES THAT FREIGHT IS NEEDED:			
FROM:		TO:	
FROM:		TO:	
FROM:		TO:	

If you are a highway carrier, list regions/states served:

\_\_\_\_\_

If you are an intermodal drayman, list terminals served:

\_\_\_\_\_

HAZMAT: Y or N