

# reindeer - Carrier Agreement

THIS AGREEMENT is made between Reindeer Logistics, LLC. ("Reindeer") an Indiana corporation with its principal location at 5100 Charles Court, Zionsville, IN 46077 and **Turner and Sons Trucking LLC** (hereinafter "Carrier") a(n) CA(type of business entity and state in which it is formed) whose principal address is 1063 MARINERS DR LATHROP,CA 95330.

Parties: Reindeer is an interstate broker of general commodities operating under FMCSA MC- 323571 and Carrier is a motor carrier of general commodities registered in compliance with the applicable federal statutes and regulations of the FMCSA as a motor carrier under 49 USC § 13101 et seq. and operating under 1176330 . Each of the parties is a separate business entity and are not joint ventures, partners, or agents of each other and shall at all times remain independent contractors solely liable for their own liabilities and expenses.

Purpose: Reindeer may utilize the services of Carrier for the transportation of motor vehicles of its customers under the terms and conditions set forth herein and Carrier agrees to transport such motor vehicle(s) under said terms and conditions.

The parties agree that the following terms and conditions shall apply to each and every shipment of a motor vehicle(s) tendered by Reindeer to Carrier:

## A. Assignment

1. Reindeer shall provide by email/fax to Carrier at turnerandsonstruckin@gmail.com each assignment including the origin address, destination address, name of customer, pick-up and delivery spread, description of motor vehicle ("Motor Vehicle(s)"), contact at origin, (if not the customer), telephone number(s), transportation rates and any special instructions.

2. Carrier shall confirm by return email/fax to the attention of Reindeer's contact representative the acceptance of the assignment, which assignment shall upon acceptance be undertaken in accordance with this agreement.

## B. Conditions of Transport

1. Carrier shall provide at its own cost and expense and shall utilize for all Reindeer shipments only (1) drivers fully qualified under the applicable federal regulations and registered or licensed in their home states as a Commercial Driver qualified to operate the equipment utilized to transport the Motor Vehicles and (2) equipment (combination of tractor trailer or truck with bed utilized for transport of motor vehicles) which is clean and in good working condition, properly maintained in serviceable condition as required by its manufacturer, and which is otherwise in full compliance with all local and state laws as well as exceeding all federal standards, laws and regulations including those specifically set forth in the USDOT , 49 CFR 393. All equipment must otherwise be fit for the purpose of handling the shipment assigned. Carrier represents that all of its drivers have been subject to a back ground check and that they have never been arrested, charged, or convicted with any felonies or driving under the influence of alcohol or drugs. Carrier agrees to notify Reindeer of any proposed exception and the use of such driver shall be subject to Reindeer's approval. Carrier represents that it is currently rated either as "Satisfactory" with the FMCSA or is not rated and has never been rated unsatisfactory and upon becoming Satisfactory, it shall at all times remain rated as "Satisfactory," and shall maintain all records, permits, and operating authority required of an interstate motor carrier.
2. Carrier represents that it shall notify Reindeer of revocation or cancellation of its motor carrier operating authority or any change to its Motor Carrier Safety Rating from a satisfactory rating prior to Carrier undertaking any assignment from Reindeer.
3. Carrier shall ensure that its driver(s) pick up and deliver all tendered Motor Vehicles in accordance with the pickup and delivery spread(s) as assigned and that the driver shall at all times keep Reindeer advised of any change to the condition of the equipment operated by the driver, any changes to the traveling conditions which affects the safety for the Motor Vehicles, any change to the Motor Vehicles transported, and any change to the pick up or delivery time. The assigned driver shall notify Reindeer and the customer or its contact at least 1 hour prior to pick up or delivery of the Motor Vehicle and all changes thereto. Carrier shall not change any time or date of pick up or delivery without the prior consent of Reindeer. Any unauthorized change shall subject the Carrier to a charge of \$150. All pickups and deliveries shall occur during daylight hours.
4. Carrier shall require the assigned driver at the origin to prepare a written inspection report of the condition of the Motor Vehicle(s) showing the complete and detailed condition of the Motor Vehicle at origin including the mileage on the odometer, the VIN, the name shown on registration, and the date and time of pick up. The owner or representative shall be given a copy of the inspection report with an opportunity to review and note disagreement with driver's description of the condition. In addition the VIN of the equipment operated by the driver shall be included. The driver shall conduct its inspection in the presence of the owner or his/her representative or any towing company representative and shall have said person sign the inspection report prior to the driver loading the Motor Vehicle. Driver shall leave a copy of the origin inspection report with the person releasing the Motor Vehicle to the Carrier and shall forward one copy to Reindeer. Reindeer shall be shown as shipper and the customer shall be shown as Consignor or Consignee.

5. Carrier shall require the driver to provide the inspection report, prepared at origin or at such place from which the driver receives the Motor Vehicle, to the owner or designated representative at destination and shall permit such person to inspect the Motor Vehicle noting any change in the condition of the Motor Vehicle from the driver's receipt of the Motor Vehicle. Driver shall ensure that the mileage shown on the Motor Vehicle odometer at destination is also inserted on the destination inspection report.
6. Excluding any exceptions contained herein, Carrier shall be solely liable for any loss or damage arising from the unauthorized driving of the Motor Vehicle which shall include any driving other than as required for its loading and unloading or otherwise deemed by Reindeer to be in excess of that reasonably required for its direct loading or unloading. Failure to insert the mileage of the Motor Vehicle at origin and destination after either loading and unloading shall make the Carrier presumptively liable for any claims of the owner/customer for driving the vehicle in excess of the mileage allowed herein. Such damages shall be deemed transit related and for which the Carrier shall maintain proper insurance coverage. Driver shall not wheel lift the Motor Vehicle and Carrier shall be liable for any loss or damage caused by such acts.
7. Carrier shall be liable for any damages to or change in the condition of the motor vehicle from its receipt at origin to its delivery at destination. Carrier shall not repair or attempt to have any repairs made to the Motor Vehicle without the express written authorization of Reindeer, and Carrier shall be liable for all loss and damage associated with such attempt or repairs. In the event that the Carrier shall receive the Motor Vehicle from a towing facility, such towing facility shall be deemed the agent for the Carrier and the Carrier shall be responsible for any change in condition from the time the towing facility received the Motor Vehicle from the customer until the Motor Vehicle is unloaded at the delivery destination. In accordance with 49 USCS § 14706, which authorizes the carrier to pursue any loss or damage from the towing facility or other connecting carrier for which it is responsible.
8. Any terms of transportation contained within a written agreement provided by Reindeer to the ultimate customer are incorporated herein and if there is any conflict between those agreements, the agreement with the customer shall supersede this Agreement.
9. Exceptions to the change of condition to the Motor Vehicle set forth in the agreement with Reindeer's customer for which the Carrier shall not be liable are as follows:
  1. External damage to your vehicle caused by leaking fluids, either from your vehicle or any other vehicle on the transporter including but not limited to the cooling system, transmission fluid, battery acid or oil or for any industrial fall out.
  2. Antennas that do not retract to less than three (3) inches above the hood or fender of the vehicle being transported or any accessories attached to the outside of the vehicle, such as but not limited to spoilers, luggage racks, etc.
  3. Loss, theft, or damage to any items left in the vehicle. Since the interior of the vehicle is not inspected by the carrier, the carrier is not responsible for reported interior damage.
  4. Any mechanical damage including but not limited to GPS systems, tape players, CD players, DVD players, radio or other sound or video reproducing, transmitting, or receiving equipment.
  5. Mechanical functions involving and including but not limited to the engine, electrical system, exhaust assembly, alignment, suspension, brakes, transmission, frame, tires or tuning of vehicle being transported.
  6. Damage which is undetectable due to vehicle's dirty condition at the time of pickup.
  7. Damage caused by road pebbles or other road objects such as but not limited to glass damage or paint chips.
  8. Prior normal wear and road use such as but not limited to small scratches, paint chips, scuffs, abrasions, and parking or curb barrier damage. This also includes the under body of the vehicle.
10. Although the driver shall request the owner or his/her representative to inspect the Motor Vehicle at the time of delivery and to note any changes to the Motor Vehicle, the Carrier acknowledges that for various reasons the customer may not be able to do a full inspection at that time or that additional changes to the condition may be discovered subsequent to the delivery. It is therefore understood that the customer may be given up to 24 additional hours following delivery to notify Reindeer of additionally discovered changes to the condition to the Motor Vehicle. Carrier agrees that it will be liable for any damages noticed within 24 hours from delivery and which are determined to be transit related. Reindeer shall notify carrier of such damages and the basis for claiming them to be transit related. Carrier shall, immediately upon notification of such claim, provide any reasonable response to the damages being transit related and any denial of liability shall not be based upon owner or customer's failure to note the alleged damage on the delivery receipt.

### C. Claims, Indemnity and Insurance

1. The Carrier shall be solely liable for any loss or damage to the cargo or motor vehicles transported on behalf of Reindeer and its customers while the cargo or motor vehicles are in the possession of Carrier or its agents. As every shipment is assigned to Carrier from origin address to destination address, any towing company or other carrier contacted to pick up or deliver the motor vehicles from or to such addresses shall be deemed to be the agent(s) of the Carrier, which shall be liable for any loss or damage caused by such company.
2. Carrier shall obtain prior to undertaking any assignments from Reindeer and shall maintain at all times while transporting vehicles or cargo for Reindeer at Carrier's sole cost and expense the following insurance coverage with insurance companies with a rating of A- or higher by Best's Insurance Guide: (1) cargo insurance for the full value of the cargo load subject to a minimum limit not less than US\$100,000 per shipment; (2) Automobile liability insurance covering owned and leased equipment in a minimum amount of \$1,000,000.00 for each occurrence; (3) Commercial General Liability Insurance for bodily injury and broad form property damage in the minimum amount of \$1,000,000.00 each occurrence, \$1,000,000 products or completed operations, and \$2,000,000.00 general aggregate; (4) workers compensation and occupational accident for owner operators as required by the Carrier's state of residence and any other state in which it is operating; and (5) Excess/umbrella insurance in an amount of not less than \$2,000,000.00 per occurrence. Carrier shall not use any equipment which is not listed on its insurance policies as required by its insurers and shall identify such equipment on the carrier's receipt of the motor vehicles. It is a condition precedent to the liability of Insurers hereon that the Insured has in place a signed Broker/Carrier Agreement with all parties with whom they contract common carrier/contract carrier services that is agreed by Insurers hereon. **Failure to comply with a Condition Precedent may lead to claims being prejudiced and/or denied by Insurers**
3. Prior to Carrier undertaking any operations hereunder, Carrier shall provide Reindeer a certificate of insurance showing that it is a certificate holder and that all insurance required above is in place and that all policies require at least 30 days notice to Reindeer prior to any cancellation and that Reindeer is in fact the certificate holder.

4. Without any limitation of insurance, Carrier shall indemnify and hold Reindeer, its affiliates, its owners, officers, directors, agents, employees, insurers, clients and customers fully and completely harmless from any and all losses, damages (including punitive and consequential damages), injuries (including personal, wrongful death, and property), demands, and costs or expenses of claims and litigation (including attorney fees, court costs, appraisal fees, and expert or consultant fees), fines and penalties (individually or collectively referred to as "Claim(s)") arising out of or in any manner connected to Carrier performing any act required under this Agreement and regardless of whether any Claim arises from Carrier's or its employees' or agents' negligent or intentional act or failure to act.
5. The customers of Reindeer may file any claims for damage directly with Reindeer. Reindeer may assist its customers with such claims such as obtaining appraisals, arranging for rental vehicles or any other action which might help in resolving their claims. Reindeer shall provide all information pertaining to any claim filed with it to Carrier and will keep Carrier informed of the claim and all of its developments.
6. Upon resolving the amount to which the customer may be entitled, including the cost of a rental vehicle during the time the Motor Vehicle is being repaired or replaced and appraisal fees, Reindeer may settle by payment to the customer, the repair facility, the appraiser, and/or the rental facility such agreed amounts and shall thereafter be subrogated against the Carrier for the amounts paid. Reindeer shall invoice Carrier for the subrogated amounts which shall be due and payable within 10 days from the date of the invoice. Any rental or appraisal expenses are not consequential but are direct losses.
7. Reindeer shall have the right to set off any amounts owed to Carrier for any current or outstanding claims. Such right shall include all future earnings until any outstanding claim(s) have been paid. Reindeer may release any amounts held upon Carrier's cargo insurance company becoming involved with all outstanding claim(s).
8. Carrier shall fully cooperate with Reindeer in the resolution of any claim. Carrier agrees to notify its applicable insurance carrier in accordance with the time requirements of its policy and either provide all information pertaining to the claim or authorize its insurance company to deal directly with Reindeer to resolve any subrogated claim of Reindeer. Carrier authorizes Reindeer to give any notice required herein directly to the insurance company on carrier's behalf and to provide all details of the shipment and claim to Carrier's insurance company.

#### D. Billing and Payment

1. Upon completion of the delivery of the Motor Vehicle at destination, Carrier shall submit, by facsimile, email, or overnight delivery (providing confirmation of delivery), its invoice together with the origin and destination inspection reports (signed by the customer/owner of the Motor Vehicle or its representative) and any other shipping documents within seven (7) days following such delivery. Failure to deliver the paperwork within 7 days shall bar the Carrier from being paid until all paperwork has been received and any Claims have been resolved.
2. Payment terms are Net 20 from receipt of all paperwork. Carrier may elect to be paid by ComChek for which a 5% of the negotiated rate will be deducted together with a ComChek fee of \$5.50 per \$1,000 increments or such fees as may be imposed by ComChek.
3. Carrier shall clearly select a payment method for every individual load. Payment method may be noted on invoice or load assignment.
4. Carrier shall not be entitled to any compensation until any assigned or tendered shipments have been delivered to destination and all requested services have been completed.

#### E. No-Assignment

1. Neither this Agreement nor any tendered shipment shall be assignable by Carrier either in whole or in part without the written consent of Reindeer.
2. The Carrier shall not tender or broker any shipment or motor vehicle tendered to it by Reindeer to any other entity for either further brokering or transporting. In the event Carrier cannot handle any shipment, Carrier shall immediately notify Reindeer and shall cooperate with Reindeer in making any arrangements for the further handling of any shipment originally tendered to Carrier.

#### F. Confidentiality and No - Solicitation

1. All rates, charges, scheduling, customer identities, and other business practices of Reindeer are proprietary to Reindeer and Carrier shall keep any such information which it might receive confidential.
2. The names and addresses of all customers, clients, national accounts, and relocation companies which come into the possession of Carrier from Reindeer are also the confidential and the proprietary property of Reindeer and Carrier shall keep such information confidential and shall not contact or attempt to solicit any business from such persons or entities.

#### G. Governing Law, Jurisdiction and Venue

1. Except where preempted by the Interstate Commerce Act 49 USCS §13101 et seq and the regulations adopted thereunder, this Agreement shall be interpreted and enforced under the laws of the State of Indiana, excluding any conflict of law provision which might otherwise cause the laws of any other state to apply. As this Agreement has been drafted and deemed executed in Indiana, any action or proceeding to enforce the terms hereof shall be brought in the state or federal courts sitting in Boone County, Indiana.

#### H. Advertising and Trademarks

Neither Reindeer nor Carrier shall advertise or use the name, logos, or trademarks of the other party without its prior written approval of the specific use or advertisement. Any unauthorized use shall be deemed a trademark or trade name infringement for which the harmed party shall be entitled to injunctive relief together with its attorney fees and costs.

I. Notices

Except for details pertaining to any particular shipment which shall be exchanged between the parties' contacts, any and all other notices required by or pertaining to this Agreement shall be transmitted to the other party by email, facsimile or overnight delivery to the addresses of the parties set forth below the party's signature or which may otherwise be changed by providing notice as required herein.

J. Entire Agreement

This Agreement and any other document referred to herein constitute the complete understanding of the parties and supersedes any other agreement or understanding between the parties pertaining to the subject matter herein. Any provision which may be deemed invalid, illegal or unenforceable shall not affect the remaining provisions which shall remain in full force and effect. Any waiver of any provision herein shall not be deemed a continuing waiver or a waiver of any other provision.

K. Terms

This Agreement shall become effective upon the written approval by each party as reflected by its signature below. The Agreement shall remain in full force and effect until either party shall notify the other of its termination, upon which any obligations started hereunder shall be concluded.

Reindeer Logistics, LLC.

Carrier:Turner and Sons Trucking LLC

By: Andrew Benagh

By:Warren Turner

Title: Manager Carrier Compliance

Date: (209) 227-7679

Date: 7/2/2021 1:40:56 PM

For Notices:

5100 Charles Court

(Address) 1063 MARINERS DR

Zionsville, IN 46077

LATHROP,CA 95330

(800) 548-8330

(Telephone) (209) 227-7679

Facsimile: 317-829-3570

Facsimile:

Email: andrew.benagh@reindeerauto.com

Email: turnerandsonstruckin@gmail.com

By checking this checkbox, I agree to the contractual terms stated on this document

Submit

Please print this contract for your own records  
73.185.48.111 7/2/2021 1:42:54 PM