

AJ Transport Logistics, Inc.

5805 West State Route 161
Belleville, IL 62223
Office: (618) 233-0774
ajtransportlogistics@gmail.com

Before receiving payment for work performed through AJ Transport Logistics, Inc., you will need to review and complete the enclosed packet.

As a broker, we require certain documents in our files prior to paying received invoices. Please return the requested paperwork to the address listed above. If you prefer, you may email the items to get started quicker but I will need the originals of the contract before sending out your payment.

Please return the requested information as soon as possible to get paid as quickly as possible:

- W-9
- Certificate of insurance as outlined in contract
- Signed, Original Contract mailed to AJ Transport
- US DOT # _____
- Acknowledgement of Safety/Operating Policy
- ACH form
- Vehicle Information form

INDEPENDENT CARRIER AGREEMENT

THIS INDEPENDENT CARRIER AGREEMENT ("Agreement") is made and entered into on this _____ day of _____ 2024, by and between AJ TRANSPORT LOGISTICS, INC. ("Broker") and _____ ("Carrier").

RECITALS

- A. Broker requires the services of material haulers from time to time in connection with its business operations.
- B. Carrier provides material hauling services.
- C. Broker wishes to engage the services of Carrier, and Carrier wishes to provide such services to Broker, all in the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Hauling Services.** Contactor shall provide hauling services as requested by Broker from time to time (the "Hauling Services"). Carrier shall furnish, at its sole cost and expense, all vehicles, equipment and labor necessary or required in connection with the transportation and hauling of materials hereunder, including without limitation, such equipment and labor as is necessary to load and unload Carrier's vehicles.
2. **Term.** The term of this Agreement shall commence on the date hereof and shall remain in effect for one year. Either party may terminate this Agreement in writing upon not less than thirty (30) days written notice to the other party.
3. **Prohibition against Re-Brokering:** Carrier shall not allow a motor carrier to re-broker, sub-broker, subcontract, assign, interline or warehouse any shipment hereunder without the prior written consent of AJ Transport Logistics, Inc.
3. **Compensation.** In consideration for the hauling services provided by Carrier hereunder, Broker shall pay to Carrier the price per ton or hour of hauled material as agreed to from time to time between Broker and Carrier.
4. **Relationship of the Parties; Independent Carrier Status.** It is expressly agreed by the parties that Carrier shall perform the services provided for under this Agreement as an independent Carrier, and nothing contained herein shall be construed as creating any employee, agency or other relationship between Broker and Carrier. Accordingly, Broker shall not be deemed to exercise any control over the performance of the services to be rendered by Carrier hereunder. As such, Carrier shall determine and be solely responsible for the means by which the Hauling Services are provided and Broker shall not provide any instructions to Carrier regarding how the Hauling Services are to be provided. Carrier shall not be entitled to participate in or benefit from any fringe benefit, retirement plan, insurance plan or any other benefit which may be provided to employees

Initials _____

of Broker. Carrier shall not represent to anyone that the relationship between Broker and Carrier is an employment relationship, nor shall Carrier make any false or misleading statement concerning the business relationship between the parties.

5. Non-Exclusivity of Services. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

6. Tax Reporting. Broker shall report all payments made to Carrier to the Internal Revenue Service on Form 1099-MISC and such other statements required with respect to non-employee compensation. Broker shall not withhold any amounts from payments made to Carrier for unemployment, social security or other withholding taxes on account of the services performed by Carrier hereunder. Carrier shall be solely responsible for the payment of any and all taxes on its income earned under this Agreement and on amounts paid by any persons hired by Carrier. Carrier shall indemnify and hold harmless Broker from and against any and all withholding, unemployment, social security and other taxes and penalties and interest thereon which may be hereafter asserted against Broker on account of Broker's treatment for tax purposes of the services performed by Carrier hereunder as those performed by independent Carriers.

6. Compliance with Laws. Carrier shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in connection with the handling and transportation of materials involved in the provision of the Hauling Services. In addition, Carrier shall obtain and maintain any and all permits, licenses, authorizations and approvals required for handling and transportation of materials in connection with the provisions of the Hauling Services.

7. Insurance. At all times during the term of this Agreement Carrier shall obtain and maintain, at its sole costs and expense, the following types and amounts of insurance: (a) commercial general liability insurance (including without limitation, contractual liability for Carrier's obligations to indemnify Broker under Section 8) with minimal limits of \$1,000,000.00 per occurrence; (b) commercial automobile liability insurance, covering owned, non-owned, hired and other vehicles, with minimal limits of again \$1,000,000.00 for bodily injury/personal injury, death and property damage per occurrence; (c) cargo loss insurance with a minimal limit of \$10,000.00; and (d) insurance to cover any risk exposure under the workers' compensation, transportation or any other applicable laws, ordinances, and regulations providing statutory benefits covering employees of Carrier, if any, providing Hauling Services under this Agreement. Each of the policies of insurance listed under this Section shall name Broker as an additional insured, and shall include a provision requiring the insurance carrier to give Broker at least thirty (30) days prior written notice of any modification, termination or cancellation of such insurance coverage. Upon request of Broker, at any time and from time to time, Carrier shall furnish to Broker, evidence of the insurance required under this Section in a form reasonably satisfactory to Broker; provided in *however* that Broker is not required to make any such request, and the failure to make such request is not intended to be and shall not constitute a breach of this Agreement by Broker. Carrier acknowledges that it will not be covered by or protected under any insurance owned or maintained by Broker during the term of this Agreement.

8. Confidentiality and Non Solicitation. Neither party may disclose the terms of this agreement to a third party without the written consent of the other party except (1) as required by law; (2) disclosure is made to its parent, subsidiary or affiliate Broker; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER or BROKER. If CARRIER breaches this Agreement and moves shipment obtained from such parties during the term of this Agreement or for twenty-four (24) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER's consent.

9. Indemnification. Except as otherwise specifically provided with regard to cargo loss and personal injury/property damage liability, Broker and Carrier shall defend, indemnify each other (including their respective employees and agents) and hold each other harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including reasonable legal fees) to the extent proximately caused by or resulting from the negligence or intentional acts of the indemnifying Party, including its employees or agents, in connection with the performance of this Agreements or the Services. The previous sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of the indemnified Party, including its employees or agents.

10. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

11. Assignment. Carrier may not subcontract, assign or transfer (voluntarily or involuntarily, by operation of law (including a merger or consolidation), judicial decree or otherwise) any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of Broker.

12. Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

13. **Counterparts.** This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all parties notwithstanding that the parties are not signatories to the same counterpart.

14. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

15. **Failure or Delay.** No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, of the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

17. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.

18. **Legal Fees.** Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorney's fees and expenses.

19. **Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three (3) days after deposited in the United States Mail, First Class postage pre-paid; (iii) in the case of overnight courier services, one (1) business day after deliver to the overnight courier service with payment provided for; or (iv) in the case of facsimile, when sent, a verification received; in each case addressed as follows:

If to Broker:

AJ Transport Logistics, Inc.
5805 West State Route 161
Belleville, IL 62223
(618) 233-0774

If to Carrier, at the addresses set forth immediately below its signature to this Agreement. Or to such other address as any party may designate by notice to the other parties in accordance with the terms of this Section.

19. **Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

20. **Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

21. **Third-Party Beneficiary.** This Agreement is *solely* for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date first above written.

Carrier

Broker

By: _____

By: _____

Print Name: _____

Print Name:

Title: _____

Title:

Company: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yaekel & Associates Insurance Services Inc. 1915 West Main Street Belleville IL 62226 License#: 100302329 AJTRANS-01	CONTACT NAME: PHONE (A/C, No, Ext): 618-233-0024 FAX (A/C, No): 618-233-3974 E-MAIL ADDRESS: info@yaekelinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED SAMPLE CERTIFICATE	INSURER A : *Default Interface Company*	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 539387678

REVISION NUMBER:

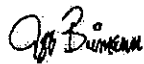
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		00000	1/1/1900	1/1/1901	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		00000	1/1/1900	1/1/1901	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	00000	1/1/1900	1/1/1901	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Cargo			00000	1/1/1900	1/1/1901	Limit	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Each of the policies of insurance listed shall name Broker as an additional insured

WORKERS COMPENSATION NOTE: insurance to cover any risk exposure under the workers' compensation, transportation or any other applicable laws, ordinances, and regulations providing statutory benefits covering employees of Carrier, if any, providing Hauling Services under this Agreement.

CERTIFICATE HOLDER**CANCELLATION**

AJ Transport Logistics 5805 W. State Route 161 Belleville IL 62223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Broker/Carrier Expectations

All daily paperwork will be due in the AJ Transport Office by Wednesday of the week following work performed.

For example, if you work on April 1 and submit your paperwork by April 10, a check will be cut by June 1 for your April 1 workday. Same rules apply for work completed April 30 assuming your paperwork is received in my office on time.

If you would like to be paid earlier in exchange for a higher brokerage fee, please contact Danielle at the phone number or email address listed above.

If you submit your paperwork late, you will wait longer to receive your check.

Any cancellations to your insurance, must be reported to Danielle Schwartz at the email address listed above before the policy is canceled. No exceptions!

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AJ Transport Logistics, Inc. Operating Policy

To increase employee safety and eliminate unnecessary risks behind the wheel, AJ Transport Logistics, Inc. has enacted an Operating Policy. We are committed to stopping distracted driving and creating safe work environments, so we have created the following rules.

1. If you are not sure how to perform a job safely or how to operate certain equipment, ask for help from your manager.
2. The use of or being under the influence of alcoholic beverages or illegal drugs during working hours will subject the individual to immediate removal.
3. All drivers must maintain a good driving record.
4. Know where to get first aid and where to find the nearest fire extinguisher.
5. While waiting to load or unload, the driver is to stay with the vehicle at all times. Drivers are not to congregate in groups leaving the vehicle unattended. If you exit your vehicle on the job or plant site, you are required to wear a safety vest and a hardhat.
6. You must maintain the appropriate driver's license for the vehicles you operate.

7. Obey all state and local traffic laws.
8. Obey all posted speed limits.
9. Maintain proper following distance at all times.
10. Equipment is to be loaded legally. We do not encourage or recommend overloads of any kind.
11. Use every handhold and step available when getting in and out of equipment. Remember – Three points of contact.
12. Do not operate a vehicle with critical safety problems.

Company employees and hired drivers may not use a hand-held cell phone while operating a vehicle, whether the vehicle is in motion or stopped, unless the vehicle is in park and the engine is turned off. The operating ban includes answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, tweets, text messages and/or other media.

This policy applies to all employees when ANY of the following six conditions apply:

- Operating a company vehicle
- Operating a personal vehicle on company business
- Operating company equipment
- Driving on company property
- Using a cell phone supplied by the company
- Using a personal phone

If company employees or hired drivers need to use their phones, they must pull over safely to the side of the road or another safe location or use a hands-free option.

Additionally, company employees should:

- Ensure hands free methods are working before driving.
- Turn cell phones off or put them on silent before driving or operating equipment.
- Consider modifying voice mail greetings to indicate that they are unavailable to answer calls or return messages while driving or operating equipment.

Failure to comply with this policy may result in being removed from AJ Transport Logistics projects and/or approved vendor list.

AJ Transport Logistics, Inc.

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**AJ Transport Logistics Operating Policy
Acknowledgement of Receipt**

My signature confirms that I have received and understand the rules and responsibilities of the AJ Transport Logistics Operating Policy. I have read and will abide by the conditions as stated in this document. As the owner of a trucking company, by my signature I certify that I have shared this document with my employees and will hold them responsible to abide by the conditions as stated in this document.

Trucking Company _____

Signature _____

Date _____

Signers Printed Name _____

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Payment Options

Company Name: _____

Pay Schedule: (Choose One)

_____ I would like to receive pay monthly. (Example: Work in April will be paid the first week of June.)

_____ I would like to be paid Bi-Weekly. (Example: Week 1 and 2 will be paid Week 3. Week 3 and 4 will be paid Week 5.)

_____ I would like to be paid Weekly. (Example: You will work Week 1 and be paid Week 2 for Week 1.)

Pay Method: (Choose One)

_____ I would like to be paid via ACH and will complete the ACH form attached and mail it in with the rest of my paperwork.

_____ I would like to receive a paper check at the following address:

_____ I would like to pick up my paper check at the AJ Transport Logistics office at the address listed at the top of the page when it is ready per Danielle Schwartz.

Signature: _____ Date: _____

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ACH Form

AJ Transport Logistics, Inc would like to offer ACH as a payment option. This free direct deposit option includes; receiving your money faster by eliminating mail time, receiving a payment receipt via email indicating which invoices were paid and the total dollar amount deposited to your account.

Business Name: _____

Bank Name: _____

Bank ABA (Routing) Number: _____

Bank Account Number: _____

Type of Bank Account: Checking Savings

Contact Person's Name: _____

Email Address for Payment Notification: _____

Signature: _____ Date: _____

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Vehicle Information

1. Year, Make, Model, Type: _____
• What is it equipped to haul? _____

-
- Licensed for Missouri, Illinois, or both? _____
 - Equipment #: _____ License Plate #: _____

2. Year, Make, Model, Type: _____
• What is it equipped to haul? _____

-
- Licensed for Missouri, Illinois, or both? _____
 - Equipment #: _____ License Plate #: _____

3. Year, Make, Model, Type: _____
• What is it equipped to haul? _____

-
- Licensed for Missouri, Illinois, or both? _____
 - Equipment #: _____ License Plate #: _____

4. Year, Make, Model, Type: _____
• What is it equipped to haul? _____

-
- Licensed for Missouri, Illinois, or both? _____
 - Equipment #: _____ License Plate #: _____

If this is your first year with us please send 4 pictures (front, back, and both sides) of each piece of equipment you will be using with us.

****If you have more equipment please complete as many forms as needed.****