



Hornady Logistics

P.O. BOX 846, MONROEVILLE, AL 36461 (800) 441-4268 Fax (251)743-5278

Broker Carrier Requirements

The following are the requirements to become an approved broker carrier for Hornady Logistics.

- Carriers must have active operating authority with the US DOT, and a safety rating of not less than satisfactory with the FMCSA.
- Carriers must have a minimum \$1,000,000 liability insurance and \$100,000 per incident in cargo insurance.
- Carriers must sign a carrier service agreement.
- Carriers must submit a W-9 form with federal ID number.
- Carriers must have a central dispatch with electronic communications with drivers.
- Carriers must have been in business for a minimum of one year.
- Carriers must have a minimum of two trucks.
- Carriers must have equipment that is in good operating condition (preferably less than 5 years old)

This covers the majority of the requirements for broker/partner carriers. The relationship with each carrier is subject to review and approval by Hornady Logistics management.

Thank you,

David M. Odom
Director of Logistics
Hornady Transportation, LLC



Hornady Logistics

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Carrier Profile

The following information is needed for database entry:

Carrier name: _____

Physical Address: _____ Billing Address: _____

Dispatch Contact: _____ Phone: _____

Emergency Contact: _____ Emergency Phone: _____

Email: _____ Federal ID# _____

MC# _____

Hazmat Certified: Yes / No (circle one) if yes please include a copy of certificate

Equipment Type and Quantity:
(Circle all that apply)

____ Van ____ Double Drop

____ Reefer ____ Flatbed

____ Lowboy ____ Step Deck

Area or operations: _____

Lanes or States Freight is needed: _____

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on _____ by and between Hornady Logistics, a wholly owned subsidiary of Hornady Transportation, an Alabama Limited Liability Company.

Section I. Recitals

- A. HORNADY LOGISTICS is a logistics company and licensed broker of property under MC No. 443836 that arranges the transportation of freight for its Customers (“Customers”).
- B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce in the United States and Canada and is qualified, competent and available to provide for the transportation services required by HORNADY LOGISTICS and its Customers.

Section II. Agreement

- 1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated by either party at any time by giving thirty (30) days prior written notice.
- 2. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract Carrier, the transportation services contemplated herein. CARRIER agrees to comply with all federal, state, provincial and local laws regarding the provision of the transportation services contemplated under this Agreement. CARRIER shall not have a “Conditional” or “Unsatisfactory” safety rating for the Federal Motor Carrier Safety Administration (“FMCSA”) at any time throughout the Term of this Agreement. In the event that CARRIER’s safety rating shall change to “Conditional” or “Unsatisfactory”, or if it receives notice from the FMCSA that the safety rating will be changed, CARRIER shall give written notice to HORNADY LOGISTICS immediately when it becomes aware of such change or receives notice from the FMCSA, whichever is first. Upon HORNADY LOGISTICS’ request, CARRIER shall provide HORNADY LOGISTICS with copies of its licenses and permits.
- 3. **PERFORMANCE OF SERVICES.** CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to HORNADY LOGISTICS by CARRIER. CARRIER agrees and acknowledges that HORNADY LOGISTICS’ Customers’ products have special requirements and may be subject to special regulations, such as load securement. CARRIER agrees to comply with all state, local, provincial and federal regulations. This Agreement shall cover all shipments tendered by HORNADY LOGISTICS to CARRIER directly and any shipments tendered by a Customer or any third party where HORNADY LOGISTICS is designated as the party responsible for payment of charges and shall supercede any terms, conditions, bills of lading, agreement or tariffs issued by CARRIER. However, this Agreement does not grant CARRIER an exclusive right to perform the transportation-related services for HORNADY LOGISTICS or its Customers.
- 4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading, or such other bill of lading form expressly approved by HORNADY LOGISTICS, naming CARRIER as the transporting Carrier. However, any such failure to name CARRIER as transporting carrier shall not affect any of CARRIER’s obligations and responsibilities under this Agreement. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by HORNADY LOGISTICS or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of the Agreement.

CARRIER shall notify HORNADY LOGISTICS immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligation hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use of operations of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel, shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state, provincial and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

Notwithstanding the above provisions, CARRIER agrees that HORNADY LOGISTICS shall have the right, in HORNADY LOGISTICS' sole discretion to communicate directly with CARRIER's drivers, convey Customers' shipment information and to direct CARRIER's drivers as necessary to meet Customers' expectations. However, HORNADY LOGISTICS shall have no right or obligation to manage, supervise or otherwise control or discipline CARRIER's drivers. In the event that there is a service issue or other problems that arises with regard to the provision of driver services hereunder, HORNADY LOGISTICS shall communicate such issues to CARRIER and CARRIER shall, in its sole discretion, take steps to resolve the issues, including any discipline involving the driver.

6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold HORNADY LOGISTICS harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of CARRIER's performances or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage, workers' compensation, unemployment, payroll or other taxes related to claims of employment and CARRIER's possession, use, maintenance, custody, or operation of the Equipment.
7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:
- (a) Automobile Liability insurance with a minimum rating of A or A- insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence or \$5,000,000.00 if required by the FMCSA under 49 CFR Part 387 for the transportation of certain hazardous materials and also naming HORNADY LOGISTICS as additional insured.
 - (b) Comprehensive General Liability insurance with a minimum rating of A or A- insurance company insuring CARRIER in amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
 - (c) Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name HORNADY LOGISTICS as a loss payee and provide coverage for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims.
 - (d) As required by applicable state law, workers' compensation insurance covering CARRIER's employees, or comparable insurance for its owner operators and employees whom are performing services under this Agreement.
 - (e) CARRIER shall furnish to HORNADY LOGISTICS written certificates and endorsements showing HORNADY LOGISTICS named as an additional insured or loss payee if required above, (obtained from the insurance provider showing that such insurance has been procured, is being properly maintained and the expiration date) and specifying that written notice of cancellation or modification of the policies shall be given to HORNADY LOGISTICS at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide HORNADY LOGISTICS with copies of the applicable insurance policies. However, HORNADY LOGISTICS does not assume any obligation, nor is it responsible, to any third party for any waiver or failure to require CARRIER to maintain such insurance coverages.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common Carrier (i.e. Carmack Amendment liability under 49 U.S.C. Section 14706) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to HORNADY LOGISTICS, its Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed and any costs to dispose of damaged product. To the extent that any reasonable salvage value remains in the damaged shipment after all names, trademarks, logos, and other identifying marking are removed, and where CARRIER has already paid claimant the full value of the shipment or damaged portion thereof, CARRIER may request transfer of the salvage from claimant provided Customer allows salvage due to the nature of the product. Cargo claims shall be investigated and settled in accordance with the regulations codified at 49C.F.R.370.
- (a) Claims for loss, delay or damage to cargo shall be filed with the CARRIER within nine (9) months after delivery of the goods, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Any action at law against CARRIER for such loss or damage shall be instituted within two (2) years and one day from the date of receipt of CARRIER's written disallowance of such claim.
- (b) CARRIER shall acknowledge to claimant, in writing, receipt of any loss/damage claim within thirty (30) days of receipt of claim. CARRIER must settle all claims within sixty (60) days of receipt. If claims are not settled within the sixty (60) day settlement period, HORNADY LOGISTICS or its customers can, upon written notice to CARRIER, offset the unresolved claims against any outstanding amounts due CARRIER.
9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of Customers on account of any dispute as to rates or any alleged failure of HORNADY LOGISTICS to pay charges incurred under this Agreement. CARRIER is relying upon the credit of HORNADY LOGISTICS and hereby waives and releases all liens which CARRIER might otherwise have to any goods of HORNADY LOGISTICS or its Customers in the possession or control of Carrier.
10. **PAYMENTS.**
- (a) CARRIER will bill the charges for transportation service to HORNADY LOGISTICS and shall provide HORNADY LOGISTICS with the signed Bill of Lading, delivery receipt and/or other proof of delivery along with freight bill. HORNADY LOGISTICS agrees that it will pay such freight bills within thirty (30) days of receipt. For the transportation services provided, HORNADY LOGISTICS shall pay CARRIER in accordance with the rates set forth in Schedule A or as may be agreed to by the parties in writing in a rate confirmation form.
- (b) HORNADY LOGISTICS shall have sole responsibility for invoicing and collecting all transportation charges encompassed by this Transportation Contract. CARRIER acknowledges and agrees that such transportation charges are solely the property of HORNADY LOGISTICS, and CARRIER shall have neither a direct nor indirect ownership of or be entitled to, under any legal theory (including trust fund or unjust enrichment), HORNADY LOGISTICS' transportation charges to its Customers and the resulting accounts receivables. CARRIER agrees not to pursue payment, either directly or indirectly, from HORNADY LOGISTICS' Customers without the prior written consent of HORNADY LOGISTICS.
11. **SUB-CONTRACT OR CO-BROKER PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by HORNADY LOGISTICS shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, co-broker or in any other form arrange for the freight to be transported by a third party without the prior written consent of HORNADY LOGISTICS.
12. **BACK SOLICITATION.** During the term of this Agreement and within twelve (12) months after termination thereof, CARRIER shall not, directly or indirectly solicit, nor shall it accept and/or transport, any shipments of HORNADY LOGISTICS, its Consignors, Consignees, or a Customer of HORNADY

LOGISTICS where (a) the availability to such traffic first became known to CARRIER as a result of the efforts of HORNADY LOGISTICS, or (b) the traffic of HORNADY LOGISTICS, Consignor, Consignee or Customer of HORNADY LOGISTICS was first tendered to CARRIER by HORNADY LOGISTICS. If CARRIER back solicits the above named customers of the HORNADY LOGISTICS and obtains traffic from such Customers during the term of this Agreement or within twelve (12) months after termination thereof, HORNADY LOGISTICS shall be entitled to receive from the CARRIER a commission of ten percent (10%) of all revenue received for movement of the above mentioned traffic.

13. **NOTICE.** Any and all notices to be served under this Agreement shall be served by certified mail, return receipt requests, hand delivery or fax upon the following addresses or such address as either party may notify the other party, in writing:

HORNADY LOGISTICS
 Hornady Transportation, LLC
 1736 Hwy. 21 By-Pass,
 P.O. Box 846
 Monroeville, AL 36461

CARRIER
 Company Name: _____
 Address: _____

14. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, without the other parties' prior written request and supersedes all other agreements and all tariffs, rates, classification and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of all parties hereto.

15. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effort.

16. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. Section 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of HORNADY LOGISTICS to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any HORNADY LOGISTICS' rights or privileges herein.

17. **APPLICABLE LAW.** The Terms and Conditions of this Agreement and all transportation schedules shall be governed by, and enforced in accordance with the laws of the State of Alabama. Any suit or action enforcing the Terms and Conditions of this Agreement, including arbitration action, shall be brought and advocated in Federal Court the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

Hornady Logistics
 P.O. Box 846
 Monroeville, AL 36461

Company Name: _____
 Address: _____

 MC: _____
 Phone: _____
 Fax: _____

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____