



Please complete and return the following documents:

- Carrier Information Sheet
- Carrier and Broker Agreement (8 pages)
- Current Dated W-9 Form
- Carrier Payment Policy & Terms
- Copy of MC and DOT Authority Letters
- Certificate of Insurance naming G.W. Palmer Logistics, LLC as Certificate Holder – and include Liability, Cargo, Workmen’s Comp (or waiver)

Certificate Holder to read as follows and sent from Insurance Producer:

G.W. Palmer Logistics, LLC

P.O. Box 2316

Batesville, AR 72503

Send to Fax#: 870-251-5277

**PLEASE FAX ALL REQUIRED DOCUMENTS TO 870-251-5277**



# G W Palmer Logistics, LLC

## Carrier Information

Please type or print

Federal ID# \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

DOT# \_\_\_\_\_ MC# \_\_\_\_\_

### Phone Contacts:

Dispatch \_\_\_\_\_ Ph \_\_\_\_\_

Receivables \_\_\_\_\_ Ph \_\_\_\_\_

Payables \_\_\_\_\_ Ph \_\_\_\_\_

Safety \_\_\_\_\_ Ph \_\_\_\_\_

Emergency \_\_\_\_\_ Ph \_\_\_\_\_

Fax \_\_\_\_\_ Ph \_\_\_\_\_

### Equipment List:

Number of Tractors \_\_\_\_\_ Number of Trailers \_\_\_\_\_

Reefers \_\_\_\_\_ Dry Vans \_\_\_\_\_

Flats \_\_\_\_\_ Step Decks \_\_\_\_\_

48' \_\_\_\_\_ 53' \_\_\_\_\_



## Carrier and Broker Agreement

This **AGREEMENT** is made this date of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, herein referred to as **CARRIER**, and **G W PALMER LOGISTICS, LLC.**, herein referred to as **BROKER**.

### Abbreviation used in this **AGREEMENT**:

"DOT"	refers to the United State Department of Transportation (including the former I.C.C.)
"FMCSA"	refers to Federal Motor Carrier Safety Administration
"U.S."	refers to the 48 contiguous United States and District of Columbia
"USC"	refers to United States Code
"CFR"	refers to Code of Federal Regulations

References to USC and CFR include their amendments, modifications and successor provisions.

### RECITALS

(1) **WHEREAS, CARRIER** is a motor carrier of property duly authorized by the DOT Under Permit No. **MC- 613021** to provide compensated contract carriage of property for shippers (sometimes herein "consignors") and receivers (sometimes herein "consignees") of regulated and non-regulated property, and provides transportation services and related services in the U.S. which are designed to meet the distinct needs of shippers and receivers under contracts of carriage; and

(2) **WHEREAS, BROKER** is a transportation broker, duly authorized by the DOT under License No. **MC-613021** to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers; and,

(3) **WHEREAS, BROKER**, as an independent contractor, serves many shipper customers and receiver customers on a continuing basis, which customers have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the U.S. which from time to time require dedication or assignment of motor vehicles and refrigerated, containerized, bulk, and other specialized equipment, and require specialized services including short notice driver/equipment availability, driver loading/unloading/counting requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers and special credit and payment terms, for which reason **BROKER**, both for itself and for its customers, has unique, distinct and continuing transportation service needs and must necessarily also enter into similar pattern agreements with more than one motor carrier in order to serve those transportation service needs from origins to destinations throughout the U.S., all of which form a integral part of the **BROKER's** customer base of shippers, receivers and motor carriers; and,

(4) **WHEREAS, CARRIER** recognizes the special, distinct, varying and continuing transportation needs of **BROKER** and its customer base of shippers and receivers, and in order to serve a portion of those transportation needs, **CARRIER** desires to provide contract carriage and related services to **BROKER** under a continuing agreement designed to meet the said needs as part of a program of transportation services arranged by **BROKER** between many shipper, receiver and motor carrier customers; and,

(5) **WHEREAS, CARRIER** acknowledges that as a single motor carrier it cannot reliably and continually serve the entire range of **BROKER's** customers' transportation service needs, and in the aggregate multiple motor carrier agreements can and do serve all of **BROKER'S** customer base, and that this **AGREEMENT** may be one of a number of such continuing agreements; and,

(6) **WHEREAS, BROKER and CARRIER** understand that this **AGREEMENT** does not bind them to mutually exclusive services to each other, and that **BROKER** will enter into similar agreements with other carriers, and **CARRIER** will enter into similar agreements with other brokers and/or shippers; and

(7) **WHEREAS, BROKER and CARRIER** mutually desire to enter into a continuing agreement for the transportation and service of regulated property as permitted by **49USC 14101(b)**, and for the transportation and service of non-regulated property as well;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, **BROKER and CARRIER** agree as follows:

#### **EFFECTIVE DATE AND TERM**

(8) This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER and BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this **AGREEMENT** at any time upon (30) days advance written notice to the other party.

#### **SCOPE OF AGREEMENT – LOAD CONFIRMATIONS**

(9) This being an **AGREEMENT** for contract carriage, any and all doctrines and principles of common carriage shall not apply. This **AGREEMENT** shall govern any and all shipments tendered to **CARRIER** by **BROKER** and accepted by **CARRIER**, whether regulated or non-regulated property, and whether in interstate or intrastate transportation. Any rates, charges, pricing, classifications and/or rules relating to transportation charges and/or accessorial charges as set forth in tariffs or other forms of price schedules filed or published by **CARRIER**, whether or not **BROKER** or shipper requests a copy of such tariff or price schedule prior to any shipment transported under this **AGREEMENT**, shall not apply to any such shipment unless such information is specifically identified and incorporated into the written Load Confirmation concerning the subject shipment. As permitted by **49 USC 14101(b)**, the parties expressly waive any and all rights or remedies they may have in connection with claiming a rate, charge or fee which is different from the rate, charge or fee established in this **AGREEMENT**. As used in all sections of this **AGREEMENT**, the word "**AGREEMENT**" includes the written Load Confirmation for each respective shipment.

(10) Upon **BROKER's** tender of a shipment to **CARRIER** and **CARRIER'S** acceptance of such tender, **BROKER** shall prepare and transmit to **CARRIER** via fax or other electronic transmission, a written instrument referred to as a "Load Confirmation" which shall contain the identity of the motor carrier, the agreed charges to be paid to **CARRIER**, the shipper's pick-up point(s), the destination(s) of the shipment, whether or not the load is "dry" or "refrigerated", and if refrigerated, the required temperature to be maintained. The Load Confirmation may also include additional information and provisions applicable to the particular shipment and/or to shipments in general. **CARRIER** shall sign and return the Load Confirmation to **BROKER** prior to the loading of **CARRIER's** truck.

#### **STATUS OF PARTIES**

(11) The relationship of **CARRIER to BROKER and CARRIER to SHIPPER** shall at all times be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between **BROKER and CARRIER**. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. Notwithstanding the foregoing provisions, **BROKER** shall be the agent for the **CARRIER** for the limited and express purpose of billing and collecting transportation charges and related charges from shippers and receivers, and **CARRIER** hereby appoints **BROKER** as its agent for such express and limited purpose. **CARRIER** shall not look to **SHIPPER** and has no right of actions against **SHIPPER** for compensation due **CARRIER** for services provided under this contract.

## **BROKER'S OBLIGATIONS TO CARRIER & PAYMENT PROVISIONS**

(12) **BROKER** shall diligently solicit, obtain and maintain customers having property in need of transportation. To facilitate **BROKER'S** solicitation and arrangement of shipments and **CARRIER'S** performance under this **AGREEMENT**, **BROKER** shall have the right to disseminate to any customer or to any third parties such information concerning **CARRIER'S** status and operations as **BROKER** may deem appropriate. **BROKER** shall tender to **CARRIER** for transportation multiple truck loads of customer property on a continuing basis during each year this **AGREEMENT** remains in effect. Such tenders may be verbal (by specific telephone communication), or written (by specific fax or email communication), or electronic (by general posting of offerings of available loads on **BROKER'S** website [www.gwpl.com](http://www.gwpl.com) and/or on truck stop monitors through load posting services). **CARRIER** is free to accept or reject such tenders. **BROKER'S** obligation to tender loads shall cease if **CARRIER** is in default under this **AGREEMENT**.

(13) **BROKER** shall pay **CARRIER** for the transportation of property under this **AGREEMENT** in accordance with the shipping rates and charges as established herein, said payment to be made not later than thirty (30) days from receipt by **BROKER** of **CARRIER'S** uncontested invoice and documentation of proof of delivery covering such transportation and services.

(14) If, after **BROKER** has paid **CARRIER** as specified above, the shipper or other party responsible for payment of transportation and related charges defaults on its obligation to pay **BROKER**, or comes under the protection of the bankruptcy court, then **CARRIER** agrees to transfer to **BROKER**, by written assignment, all of **CARRIER'S** right, title and interest in such charges, in order to facilitate **BROKER'S** efforts at collection and recovery from the shipper or other responsible party.

(15) **BROKER** shall maintain a surety bond (or cash equivalent) on file with the FMCSA in the form and amount required by that agency's regulations.

## **CARRIER'S OBLIGATIONS**

(16) Subject to the availability of suitable equipment for the property tendered for transportation, and subject to the specific shipment instructions, **CARRIER** shall provide motor transportation services for the property, including, as applicable, those specialized services described in Section (3) hereinabove, and shall bill all charges for such services directly to **BROKER**. **CARRIER** shall provide **BROKER** with **ORIGINAL, SIGNED BILLS OF LADING** and/or delivery receipts as evidence of such services.

(17) **CARRIER** shall *issue* a Bill of Lading by reviewing and signing it at the shipper's loading point, verifying the kind, condition and numerical quantity of the property being received by **CARRIER**. **CARRIER** acknowledges and agrees that if the shipper has prepared the Bill of Lading and has inserted, for shipper's convenience and reference, the **BROKER'S** name on the Bill of Lading as the "motor carrier", such mischaracterization shall not change **BROKER'S** status as a transportation broker, nor shall it change **CARRIER'S** status as a motor carrier. This provision shall not prevent the **CARRIER** from preparing and issuing the Bill of Lading if the shipper has not prepared it.

(18) **CARRIER** shall assume full and complete responsibility and liability for any and all loss and/or damage to, or delay of, any shipment of property while in the possession or control of **CARRIER** provided, however, that when the terms and conditions specified in this **AGREEMENT** are different from the terms and conditions contained in the Bill of Lading, then the terms and conditions of this **AGREEMENT** shall prevail. The liability under this **AGREEMENT** for lost, damaged, delayed, spoiled, destroyed or otherwise undelivered property shall be for the full value of the property, meaning its replacement cost as established by trade sale or other invoice documentation, plus any additional transportation costs and related charges that may be required.

(19) **CARRIER**, at its sole cost and expense, shall furnish suitable and appropriate equipment required for transportation and services hereunder, which equipment shall be in clean and order-free condition, and in good repair and working order. **CARRIER** shall employ only competent and properly licensed personnel who shall be well-trained in the care and safety procedures applicable to shipments being handled and transported.

(20) **CARRIER** shall not cause or permit any shipment tendered hereunder to be double-brokered, sub-brokered or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation without **BROKER'S** express written consent previously obtained. If **CARRIER** breaches this provision of this **AGREEMENT** then: a) **BROKER** shall not be obligated to make payment for the shipment to **CARRIER**, but may instead pay the charges for the shipment directly to the delivering carrier; and b) **CARRIER** shall be jointly and severally liable with the delivering carrier for any claims arising from such shipments.

(21) **CARRIER** shall at all times comply with all applicable DOT/FMCSA laws and regulations and any other federal, state and local laws, regulations and ordinances applicable to the operations of a motor carrier whether or not **CARRIER** has received a safety rating by FMCSA. Upon being rated **CARRIER** shall maintain a "Satisfactory" safety rating issued by the FMCSA, and will notify **BROKER** immediately, in writing, if its safety rating is changed to "Conditional" or "Unsatisfactory". **CARRIER** shall also notify **BROKER** immediately, in writing, if its Operating Authority is suspended, revoked, or rendered inactive for any reason. **CARRIER** shall also notify **BROKER** immediately, in writing if any of its insurance coverage required under this **AGREEMENT** is threatened to be or is suspended or cancelled for any reason. No portion of any payment made by **BROKER** to **CARRIER** shall be used as a bribe, rebate or political influence, or in violation of applicable foreign exchange control regulations, tax laws or regulations, or other laws or regulations of any applicable jurisdiction, and that any such use of funds paid to **CARRIER** by **BROKER** shall be grounds for **BROKER** to immediately terminate this Contract.

(22) **CARRIER** shall comply with the financial responsibility requirements of federal and state departments and agencies through which it is regulated and authorized to operate, including the assumption of full responsibility for all State and Federal taxes and assessments arising out of the transportation services provided herein. **CARRIER** shall maintain primary cargo insurance in an amount equal to the full value of the property to be transported at any one time to compensate **BROKER**, shipper, consignee and/or beneficial owner for any and all loss or damage to property which was placed in possession and control of **CARRIER**. **CARRIER** shall also maintain primary auto liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **AGREEMENT**, but in no event in an amount less than one million dollars (\$1,000,000.00) per occurrence. **CARRIER** shall maintain all legally required workers' compensation coverage for personal employed by **CARRIER** in connection with its transportation operations and services under this **AGREEMENT**. **CARRIER'S** cargo and liability insurance shall comply with USC, CFR, DOT and FMCSA requirements in all aspects, with no exclusions, exceptions or restrictions. **CARRIER** agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** written notice thirty (30) days prior to the cancellation of such policies. **CARRIER** shall cause to be furnished to **BROKER**, upon request, copies of insurance policies and Certificate(s) of Insurance for both the cargo and the liability risks. **CARRIER** shall endeavor to name **BROKER** as "additional insured" on cargo policies. No "deductible" amounts shall exceed \$1,000.00. **CARRIER** shall be responsible for direct payment of the deductible amount on any and all claims.

(23) **CARRIER** shall defend, indemnify and hold **BROKER** and its shipper and receiver customers free and harmless from any and all liability and/or claims for loss or damage to any property in the possession and/or control of **CARRIER** in connection with transportation, loading and unloading, and any and all other transportation-related services under this **AGREEMENT**, and any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of **CARRIER** in providing transportation and services hereunder. **CARRIER'S** obligation shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under this **AGREEMENT**. **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** and its shipper and receiver customers from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.

### FREIGHT RATES/CONFIRMATION IN WRITING

(24) For all shipments tendered by **BROKER** and accepted by **CARRIER** under this **AGREEMENT**, the rates, charges and fees for the transportation and services for such property shall be reasonable, and shall reflect and be approximately equivalent to the contemporaneously prevailing rates and charges for the same or substantially similar services then being provided by **CARRIER** and other motor carriers. Such rates and charges may be established or amended verbally (by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed by written Load Confirmation as specified in Sections (9) and (10).

(25) **CARRIER** hereby represents to **BROKER** that any and all rates quoted to **BROKER** shall be and shall include the true and accurate rate, classification, rule and practice upon which the quoted rate for the applicable shipment is based. **CARRIER** intends that **BROKER** rely on the foregoing representation. In reliance thereon, **BROKER**, on behalf of its shipper customers, will not request **CARRIER** to furnish a written or electronic copy of **CARRIER'S** rate, classification, rules and practices. **BROKER** will prepare the Load Confirmation based upon **CARRIER'S** representations.

### SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC.

(26) When a shipment is partially or wholly refused or rejected by the receiver, or **CARRIER** is unable to deliver it for any reason, **CARRIER** shall notify **BROKER** and the shipper in order to receive disposition instructions. **CARRIER** shall have no right to sell, auction or otherwise dispose of any property subject to this **AGREEMENT** which is undeliverable, without first providing written notice of intent to do so to **BROKER** and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, **CARRIER** shall hold the proceeds thereof in trust for **BROKER** and shipper.

(27) **CARRIER** shall have no right to assert any lien on or against any property transported under this **AGREEMENT**. However, should a shipper consignee notify **BROKER** of any loss or damage to property transported hereunder, **CARRIER** agrees that **BROKER** and **SHIPPER** or consignee shall have the right to set-off an amount sufficient to cover such claim and to deduct and withhold such amount from any payments which may be due to **CARRIER**. **CARRIER** shall not withhold delivery of any freight due to any dispute with **BROKER** or **SHIPPER**.

(28) In the event of insolvency proceedings being instituted by or against **CARRIER**, the **BROKER**, any agent of **BROKER**, or **SHIPPER** may immediately enter upon any owned or leased property of **CARRIER** where any cargo, goods, or **SHIPPER**-owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to **CARRIER**.

### NON-SOLICITATION COVENANTS

(29) **CARRIER** and **BROKER** agree that **BROKER**, at great expense and effort, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operations of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of one or more of **BROKER'S** said customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from its termination, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any of **BROKER'S** customer who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed by the parties in writing.

(30) Solicitation prohibited under this **AGREEMENT** means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by **CARRIER** for which **CARRIER** does, or did in the past, provide such services for that customer under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or inducted by **CARRIER**, or accepted by **CARRIER** upon inducement by **BROKER'S** customer.

(31) **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has ten (10) days after such "first load" is accepted by **CARRIER** to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

#### CONCLUDING PROVISIONS

(32) ENTIRE CONTRACT: The terms and provisions contained in this **AGREEMENT** accurately express and memorialize the complete understanding and agreement between the parties. All prior agreements between the parties, both verbal and written, are entirely superseded by this **AGREEMENT**.

(33) FORCE MAJEURE: In the event that either party is prevented from performing its obligations under this **AGREEMENT** because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, Acts of God, acts of lawful authorities, fire, strikes, lockouts, or other labor disputes, and that the parties have taken all reasonable action to prevent being impacted by such occurrence, such failure to perform shall be excused for the duration of such occurrence.

(34) GOVERNING LAW, JURISDICTION, AND VENUE: The provisions to this **AGREEMENT** will be construed and enforced according to Arkansas law to the extent that Arkansas law does not conflict with applicable Federal regulatory laws. All controversies and claims arising under this **AGREEMENT** shall be brought in the appropriate Arkansas Court, except for those matters which are exclusively reserved to Federal court jurisdiction, in which event such controversy shall be brought in the Federal District Court having jurisdiction over Batesville Arkansas. Notwithstanding the provisions of this paragraph, at the sole option of **BROKER** any controversy arising out of or relating to this **AGREEMENT** may be submitted to arbitration with a member of the American Arbitration Association to be chosen by **BROKER**.

(35) ATTORNEY FEES: In the event of any litigation between the parties concerning their respective rights and obligations under this **AGREEMENT**, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees in addition to all other monetary relief it is entitled to receive, including interest and court costs.

(36) AMMENDMENTS: This **AGREEMENT** may not be modified or amended except by a subsequent written instrument signed by both parties.

(37) WAIVERS: Waiver by either party of any failure to comply with any provision of this **AGREEMENT** by the other party shall not be constructed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this **AGREEMENT**.

(38) ASSIGNMENTS AND DELEGATIONS PROHIBITED: Except as otherwise provided hereinabove, both parties are expressly prohibited from assigning any of their rights or delegating any of their obligations under this **AGREEMENT** to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from the other party.

(39) BINDING EFFECT: This **AGREEMENT** shall be binding upon and shall inure to the benefit of the parties and their representatives, successors and authorized assign.

(40) SEVERABILITY: If any provision of this **AGREEMENT** is determined by a court of competent jurisdiction to be contrary to the laws of regulations of any applicable jurisdiction, then such invalid provision shall be severed from the **AGREEMENT**; however, such determination shall not affect the validity of any other provisions of this **AGREEMENT**.

(41) AUTHORITY OF REPRESENTATIVES TO BIND PARTIES: It is agreed and warranted by the parties that the persons signing this **AGREEMENT** respectively for **CARRIER** and **BROKER** are authorized to sign this **AGREEMENT** and to fully bind the parties to the terms of this contract. No further proof of authorization is or shall be required.

(42) COUNTERPARTS AND PHOTOCOPIES: This **AGREEMENT** may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof. Photocopies and fax copies which are certified to be true copies of the original shall also be deemed to be duplicate original hereof.

(43) NOTICES: Any notices required or permitted to be given under this **AGREEMENT** shall be in writing and shall be sent by first class mail and/or by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.

IN WITNESS WHEREOF the parties have executed this 8 page **AGREEMENT** on the date written at the top of page 1.

**BROKER**

G.W. PALMER LOGISTICS, LLC

19 McHue Rd

P.O. Box 2316

Batesville, AR 72503-2316

Fax Number 870-793-0011

www.gwpl.com

Tax I.D. Number 26-1315195

\_\_\_\_\_  
Branch Office (If Applicable)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CARRIER**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Address of Principal Office

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Branch Office (If Applicable)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Payment Policy & Terms

This form must be signed and returned to insure prompt and proper payment.

**Quick Pay Policy for NON-FACTORED CARRIERS:** Paperwork must be received by 1:00 p.m. in order to assure same day pay. If paperwork is not received by 1:00 p.m., pay will not be mailed for that load until the next business day. In order to accommodate same day pay, each of the following conditions must be met:

1. **ALL ORIGINAL BILLS OF LADING MUST BE PROVIDED**
2. Each bill of lading is clearly signed
3. Each must be legible
4. No notice of claim
5. A signed carrier rate confirmation has been returned
6. Carrier invoice is mailed to the Batesville Office
7. Carrier must be clear of any binding contracts with any factoring company

To sign up for the services below, please check the appropriate responses.

### Advance Fee Policy:

If the Advance is 50% or less of Gross Load Pay - Charge 3% on the Gross Load Pay.

If the Advance is more than 50% of Gross Load pay – Charge will be 5% on the Gross Load Pay.

**Carriers will be charged a \$10.00 check fee for each EFS check issued.**

\_\_\_\_\_ Yes , I want Advances                      \_\_\_\_\_ No, I do not want Advances

### Pay Options:

\_\_\_\_\_ Standard Mail – US Post Office

\_\_\_\_\_ Overnight Service - \$50 Charge – Unless carrier provides overnight services account number.

\_\_\_\_\_ EFS Pay – 2% fee on the Gross Load Pay + \$10 check fee.

\_\_\_\_\_ Direct Deposit – 2% fee on the Gross Load Pay (Carrier must provide banking information)

If no pay option is chosen, 30 days will be assumed.



## PAY-TO INFORMATION

Do you use a factoring company? **YES** or **NO** (please circle one) If so, list the name, address and phone number:

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Please **sign and return** this form indicating that you have read and agree to the terms listed.

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mail Your Payments to: \_\_\_\_\_

Company Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Company E-mail address: \_\_\_\_\_

Return To: G.W. Palmer Logistics, LLC  
P.O. Box 2316  
19 McHue Rd  
Batesville, AR 72501  
870-793-0006 (phone)  
870-251-5277 (fax)

Email:  
Carrier Relations: [bmiller@gwpl.com](mailto:bmiller@gwpl.com)

or

Accounts Payable: [mlloyd@gwpl.com](mailto:mlloyd@gwpl.com)



# G W Palmer Logistics, LLC

## Direct Deposit Agreement Form

### Authorization Agreement

I hereby authorize **G W Palmer Logistics, LLC** to initiate automatic deposits to my account at the financial institution named below. I also authorize **G W Palmer Logistics, LLC** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **G W Palmer Logistics, LLC** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **G W Palmer Logistics, LLC** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

### Account Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking

Savings

### Signature

Authorized Signature (Primary): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Joint): \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach a voided check or deposit slip and return this form to the Payroll Department.**