Welcome to Adcock Northeast Auto Transport's Online Carrier Agreement

You’re just a few steps away from hauling cars for Adcock Northeast!

**STEP 1:** Read and Sign the Carrier Agreement (please initial each page as indicated)

**STEP 2:** Complete the Carrier Application Form

**STEP 3:** Email or fax the following documents:
- ✔️ W-9
- ✔️ Signed - Carrier Agreement
- ✔️ Completed – Carrier Application
- ✔️ Certificate of Insurance

**Insurance Requirements:**

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<tr>
<td><strong>Automobile Liability (&quot;AL&quot;)</strong></td>
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<tr>
<td>Minimum per Truck</td>
<td>$1,000,000</td>
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<tr>
<td><strong>Motor Truck Cargo (&quot;Cargo&quot;)</strong></td>
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<tr>
<td>1 Car Hauler</td>
<td>$50,000</td>
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<tr>
<td>2-3 Car Hauler</td>
<td>$150,000</td>
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<tr>
<td>4 Car Hauler</td>
<td>$200,000</td>
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<tr>
<td>5+ Car Hauler</td>
<td>$350,000</td>
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*The certificate **must** show the cargo insurance deductible, list Adcock Northeast Auto Transport as “Certificate Holder.”*

Please note: Insurance policies with a binder, declarations certificate or invalid policy numbers (TBA or TBD) will not be processed. We do not accept insurance company statements or invoices.

**Carrier Set-up Information:**

- **Hours of Operation:** 8:30am to 6:00pm (Eastern Time), Monday through Friday
- **Contact Information:**
  - Phone: (717)-665-0313
  - Fax: (215)-207-2337
  - Email: transport@adcocknortheast.com
- Your application will be processed within 24 hours of receiving ALL of your completed information/paperwork. Applications received without all of the required information will not be processed. We are unable to put any loads on hold.
CARRIER AGREEMENT

This Carrier Agreement (including all terms and conditions incorporated by reference, the “Agreement”) is between Adcock Northeast Auto Transport, Inc. (“Adcock Northeast”), a Pennsylvania corporation with offices at 14 Anthony Drive, Manheim Pennsylvania 17545 and the undersigned entity (the “Carrier”). This Agreement is effective as of the date signed and accepted by Adcock Northeast as indicated on the signature page of this Agreement (the “Effective Date”).

The parties agree as follows

1. Carrier’s Representations, Warranties and Covenants. Carrier represents, warrants and covenants to Adcock Northeast that:

   (a) During the term of this Agreement Carrier shall at all times be and remain (i) the owner or lessee of the truck or other vehicle used to transport the Vehicle Load; and (ii) properly licensed and qualified in all applicable jurisdictions to provide the Services, including, without limitation, the United States; and (iii) in compliance with all applicable federal, state, municipal, provincial and local laws, statutes, executive orders, rules, ordinances, codes and regulations (“Laws”) in its performance of the Services and the conduct of its business operations, including but not limited to the Federal Motor Carrier Safety Regulations, the National Safety Code and U.S. Department of Transportation (“DOT”) Laws;

   (b) Carrier shall immediately notify Adcock Northeast if it: (i) receives an “unsatisfactory” safety rating or if it receives notice of a proposed “unsatisfactory” safety rating from the DOT or any federal, state or provincial authority having jurisdiction over the Carrier’s operations; or (ii) is delayed or removed from service by or due to an inspection by any regulatory authority having jurisdiction over Carrier’s operations;

   (c) Carrier shall provide copies of all required certificates of insurance, permits and licenses to Adcock Northeast promptly upon request;

   (d) Vehicles shall not be operated on a public roadway for any purpose other than as required to load or unload a Vehicle Load, provided that the distance the vehicle is driven for such purpose does not exceed 50 feet under any circumstance.

   (e) Carrier shall promptly and efficiently perform the Services safely and without delay, including, without limitation, receiving the Vehicle Loads at the point of origin and delivering the Vehicle Loads to the point of delivery, according to the schedule set forth on the Adcock Northeast System for such Vehicle Load.

   (f) Carrier shall complete and obtain the bill of lading and Condition Report for each Vehicle Load pursuant to the terms and conditions set forth in this Agreement.

   (g) All personnel used to provide Services under this Agreement will either be employees of Carrier, or will be leased to Carrier in accordance with applicable Laws. Carrier will be fully responsible for the conduct of all such personnel as if they were direct employees of Carrier even if such individuals are independent contractors under lease to Carrier.

   (h) Carrier will only use in the performance of the Services individuals that are properly licensed and trained to perform the Services in accordance with all Laws, which such individuals will have experience in loading and unloading Vehicle Loads from the type of trailing equipment to be operated by such individuals in the performance of the Services.

2. No Transfers/Brokers. Carrier shall not assign, subcontract, broker, re-broker, forward, relay, use third party dispatchers or otherwise transfer in any manner, or otherwise allow a third party to perform, in whole or in part, Carrier’s obligations under this Agreement, including, without limitation, the performance of any portion of the Services or any rights or duties of the Carrier (“Transfer”) without the prior written authorization of Adcock Northeast. In the event of any Transfer in violation of this Section, Adcock Northeast may without prejudice to any other rights or remedies, immediately terminate Carrier’s access to the Adcock Northeast System and shall not be obligated to make any payments under this Agreement with respect to Services related to any such Transfer. Notwithstanding any Transfer, with or without the consent of Adcock Northeast, Carrier shall be and remain liable for the performance of all of Carrier’s obligations under this Agreement, including without limitation, liabilities for loss, damages or delays in delivery.
3. Minimum Insurance Requirements

(a) Carrier shall procure and maintain at all times while this Agreement is in effect, at the sole cost and expense of Carrier the following minimum insurance (or such greater amounts as required by Law):

- Auto Liability Insurance (“AL”) per occurrence:
  $1,000,000 Combined Single Limit
- All Risk Broad Form Motor Truck Cargo (“Cargo”) per occurrence:
  1 Car Hauler: $50,000
  2-3 Car Hauler: $150,000
  4 Car Hauler: $200,000
  5+ Car Hauler: $350,000

(b) Regardless of the limit, AL insurance shall also cover all liability assumed by Carrier under this Agreement. Should Carrier’s AL policy only cover specifically scheduled trucks, Carrier agrees and maintains that only those trucks scheduled on policy will be used to perform the Services under this Agreement. Cargo insurance shall provide coverage to Adcock Northeast, Shipper, Receiver, and the owner(s) of the Vehicle Load for any loss, damage or delay related to any property for transportation services provided by Carrier under this Agreement. Cargo insurance coverage shall be primary and not be contingent upon any other coverage and shall have no exclusions or restrictions of any type, including but not limited to the commodities being transported, electronics or other delicate or high value products; and unattended vehicles or limitation of coverage when the trailer is unattached to the power unit, that would foreseeably preclude coverage for the Vehicle Load. Workers’ Compensation insurance or analogous insurance coverage shall be consistent with applicable state or provincial Laws. All insurance policies shall be with a reputable and financially responsible insurance company acceptable to Adcock Northeast.

(c) Upon execution of this Agreement, Carrier shall immediately provide to Adcock Northeast certificates endorsed by an authorized representative of Carrier’s insurance company evidencing that: (i) the insurance required hereunder is in full force and effect; (ii) such insurance will not be canceled, reduced or otherwise altered in the amount or scope of coverage without giving Adcock Northeast at least thirty (30) days prior written notice; (iii) naming Adcock Northeast as certificate holder, additional insured and/or loss payee as applicable; and, (iv) in respect of Carrier’s Cargo insurance, the amount of any deductible. Carrier will provide copies of policies to Adcock Northeast upon request.

4. Compliance with Terms and Conditions. Carrier, its employees and agents shall comply with all applicable policies, terms, conditions, procedures, terms of use, forms and other documents made available to Carrier on Adcock Northeast.com, including, without limitation, the Adcock Northeast System (“Terms and Conditions”). From time to time, Adcock Northeast may, in its sole discretion, supplement, modify or replace the Terms and Conditions. By using the Adcock Northeast System and/or accepting a Vehicle Load, Carrier agrees to and accepts the Terms and Conditions which are hereby incorporated by reference as terms and conditions of this Agreement. In the event of a direct conflict between a provision of this Agreement and a provision of the Terms and Conditions, the parties will interpret such provisions in a manner which gives as much effect as possible to both provisions; otherwise the terms and conditions of this Intellectual Property of Agreement will control to the extent of such conflict.

5. Carrier agrees that the Adcock Northeast System and all intellectual property rights in it, including but not limited to patent, trademark and copyrights, are the sole property of Adcock Northeast and that Carrier will not attempt to copy, reverse engineer or disrupt the function or operation of the Adcock Northeast System.
6. **No Damage Waivers.** Carrier shall not request, obtain and/or enforce any waivers of damage with respect to any Vehicle. This prohibition applies to seeking or obtaining waivers from Adcock Northeast, the Shipper or the receiving customer (the “Receiver”). Carrier’s liability for any loss or damage to any Vehicle or Vehicle Load shall be as set forth in this Agreement.

7. **Conducting Business.** So long as Adcock Northeast has no actual knowledge to the contrary regarding the authority of any person purporting to be Carrier’s agent or employee, Adcock Northeast may rely and act upon any purported signature of, or email, fax, telephonic or other oral communication from, any person purporting to be Carrier’s agent or employee, with regard to: (i) accepting Vehicle Loads for transportation, or otherwise acting on Carrier’s behalf, in the Adcock Northeast System; or (ii) otherwise in connection with the provision of Services or this Agreement. Adcock Northeast may conduct business with Carrier through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication.

8. **Fees; Payment.** Adcock Northeast shall pay to Carrier the fee rate per Vehicle Load as set out in the applicable area of the carrier portal in the Adcock Northeast System (“Fees”). Payment shall be made according to the method of payment selected by Carrier as described on the Payment Terms section of the Adcock Northeast.com website. The Fees will be the sole compensation for which Adcock Northeast is responsible to Carrier for any Services and Carrier shall not be entitled to any additional compensation for the performance of the Services hereunder, except as expressly authorized in writing by Adcock Northeast. Carrier shall not charge, or accept from the Shipper, Receiver or any other person or business entity additional fees or expenses for the Services, unless expressly authorized by Adcock Northeast shall not be required to pay any disputed amount pending resolution of the dispute, but agrees to pay those portions of the invoice which are not in dispute. Carrier acknowledges and agrees that Adcock Northeast has the discretionary right to set-off any payments owed to Carrier hereunder for liability incurred by Carrier under this Agreement. Carrier agrees to provide Adcock Northeast with supporting documentation and other information as reasonably requested to verify the accuracy of any invoice.
9. **Receipts; Bills of Lading.** Carrier shall document each Vehicle Load with a bill of lading in the form displayed on the Adcock Northeast System or the form specified by the Shipper which shall be signed by Carrier and Shipper at the pick-up location. Adcock Northeast will not be shown as the “carrier” on the bill of lading, and if Adcock Northeast is erroneously shown as the “carrier” such designation will not change its status as a broker with respect to the Vehicle Load. Before loading, Carrier shall perform an inspection (the “Pick-up Inspection”) of the Vehicle Load for damage, missing items and confirmation of contents of Vehicle Load. Carrier shall detail any damage, defect or discrepancy discovered in a Pick-up Inspection on the bill of lading and in a condition report (“Condition Report”) and immediately bring same to the attention of the Shipper and Adcock Northeast. To assist in the fair resolution of damage claims, Carrier acknowledges that it must notify Adcock Northeast as soon as possible of any vehicle damage discovered prior to loading, and in any event, prior to departure of the Vehicle Load. Condition Report must be submitted to Adcock Northeast three (3) business days from the date the Vehicle Load was received. Unless recorded on the bill of lading and Condition Report before loading, the Vehicle Load shall be deemed to have been in undamaged condition at the time it was received by the Carrier. At the point of delivery, the Carrier shall ensure that the Receiver (or its representative) inspects the Vehicle Load for damage, defect or discrepancy and note any concerns in the bill of lading and/or condition report. Carrier shall ensure that both the Shipper and Receiver sign and date the bill of lading and the condition report and provide copies of the signed documents to Adcock Northeast. To the extent any term or condition of any bill of lading conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.

10. **Carrier’s Operations and Employees.** Carrier shall, at its sole cost and expense, furnish the trucks, tractors, trailers and all fuel, oil, tires and other parts, supplies and equipment necessary or required (“Equipment”) for the safe and efficient delivery of the Services. Carrier, at its sole cost and expense, shall employ in the operation of Equipment only competent, able and legally licensed personnel. The manner of loading, securing, and unloading each Vehicle Load upon the Equipment shall be the sole responsibility of Carrier, and if performed by the Shipper, it shall be under the direction, authority, and control of Carrier.

11. **Service Level Requirements; Penalties.** For pick-up and delivery of Vehicle Loads Carrier will comply with the service level requirements communicated by Shipper and/or Adcock Northeast. Unless expressly authorized by the Shipper in writing, Carrier shall not use “Wheel Lifts” in performing the Services. If a Customer imposes a service penalty or other financial consequence (a “Penalty”) for failure to meet a service level standard or requirement as set out in this Agreement or as posted on the Adcock Northeast System, Carrier agrees to pay the Penalty and authorizes Adcock Northeast to deduct the amount of the Penalty from any amounts or Fees owing to Carrier.

12. **Claims and Damages; Indemnification**

   (a) **Indemnification by Carrier.** Carrier shall defend, indemnify and hold Adcock Northeast, the Shipper, the Receiver, and their employees, subsidiaries, affiliates, officers, directors, consultants, representatives, agents, successors, assigns, harmless from and against any and all claims, damages, losses, liabilities, fines, penalties, costs and expenses, including, without limitation, reasonable attorney’s fees, arising out of, on account of or resulting from, directly or indirectly: (i) any damage or injury to property arising out of or in connection with Carrier’s performance of the Services; (ii) the breach or nonperformance by Carrier of any of the terms or conditions of this Agreement; (iii) Carrier’s failure to comply with any applicable Law; (iv) injury to persons (including injury resulting in death); (v) any negligent, reckless or intentional acts or omissions of Carrier, its employees or agents in the performance of the Services; and (vi) any claim or allegation of a third party related to Carrier’s acts or omissions or those of Carrier’s officers, directors, employees, subcontractors, consultants, representatives or agents in connection with the Services or in connection with Carrier’s obligations hereunder (collectively, “Claims”). Carrier will promptly notify Adcock Northeast of any Claims and cooperate in good faith with Adcock Northeast to resolve any such Claims.

   (b) **Freight Loss, Damage or Delay.** Carrier shall be liable to Shipper, Receiver and Adcock Northeast for all loss, damage, diminished value, and delay claims for the Vehicle Loads while in Carrier’s possession or control as a “carrier” pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706. Carrier’s possession of the Vehicle Load shall commence upon the earlier of: (i) when Carrier has executed the bill of lading; or (ii) Carrier taking possession or control of the Vehicle Load; and shall terminate when Receiver formally accepts delivery of the Vehicle Load after signing the bill of lading and Condition Report.
(c) **No Limitations.** Unless otherwise agreed to in writing by the parties, no limitation of liability shall apply to the Services provided by Carrier. Carrier’s liability for loss or damage to or destruction of any Vehicle Load will be for the lesser of: (i) the cost of repair plus diminished value of the Vehicle; or (ii) the full replacement cost of the Vehicles subject to such claim. With respect to Vehicle Loads originating in or destined to Canada, it is the express intention of the parties that this provision govern their rights and obligations with respect to claims for cargo loss, damage, or delay. The obligations in this Agreement shall not be affected by any provision of any provincial Law purporting to limit Carrier’s liability to any lesser amount, nor shall Adcock Northeast be required to comply with any provision of such Law purporting to require that it declare a higher value in order to avoid applicability of any such limitation. Instead, Carrier’s liability hereunder is accepted as a matter of contract between the parties. Carrier will allow no less than one (1) year for filing of claims related to loss or damage to or destruction of any Vehicle Load, and no less than two (2) years from the date of denial of any such claim for commencement of litigation related to any such claim.

13. **Independent Contractors.** Carrier and Adcock Northeast are separate entities and are not creating a principal/agency relationship. Carrier shall perform the Services hereunder as an independent contractor and shall have exclusive control and direction of its employees operating the Equipment or otherwise engaged in the Services. Nothing contained herein will be construed to make either Carrier or Adcock Northeast partners, joint venturers, principals, agents or employees of the other. Neither party will have any right, power or authority, express or implied, to bind the other.

14. **Non-Exclusive and No Minimum Vehicle Loads.** The parties acknowledge and agree that this is a non-exclusive agreement and that Carrier is free to accept Vehicle Loads through dispatch systems other than the Adcock Northeast System and that Carrier is not guaranteed any or a minimum number of dispatches through the Adcock Northeast System. Any capital investments, business expenses, work force additions, or expenditures of any kind or nature that Carrier has made in anticipation of any volume to be generated will be made solely at Carrier’s own risk. In no event and under no circumstances will Adcock Northeast be liable for any expenditures by Carrier or on Carrier’s behalf.

15. **Confidentiality and Non-Solicitation.** All data and information submitted by or on behalf of Adcock Northeast, its affiliates, Shipper, Receiver or any other third party (collectively “Customer”) to Carrier or otherwise in Carrier’s possession or accessible by Carrier in providing the Services, including but not limited to all personal information such as the name, phone number, address of a Customer, VIN# of vehicles being transported are and will remain the property of Adcock Northeast and/or the applicable Customer. Carrier will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of Adcock Northeast where: (1) the availability of such traffic first became known to Carrier as a result of Adcock Northeast’s efforts; or (2) the traffic of the shipper, consignor, consignee or customer of Adcock Northeast was first tendered to Carrier by Adcock Northeast. If Carrier breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of Adcock Northeast, Carrier shall be obligated to pay Adcock Northeast, 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 Adcock Northeast to verify such transportation revenue. Carrier shall not utilize Adcock Northeast’s or the Shipper’s or Receiver’s name or identity in any advertising or promotional communications without written confirmation of consent.

16. **Term and Termination.** The Term of this Agreement shall commence on the Effective Date and be for an initial term of one (1) year. Unless terminated earlier, it shall then automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice. Adcock Northeast may additional terminate this Agreement immediately upon written notice in any of the following events: (i) Carrier loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement; (ii) Carrier breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof; (iii) Carrier becomes insolvent or becomes unable to pay its debts in a timely manner; (iv) Carrier fails to procure or maintain any of the insurance coverages required by this Agreement; or (v) Carrier violates the prohibitions against subcontracting the Services as set forth in this Agreement.
17. Miscellaneous. No term or condition of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, will constitute consent to, waiver of, or excuse for any different or subsequent breach. The parties expressly waive any and all rights and remedies provided under Subtitle IV Part B of 49 U.S.C. (as allowed by §14101) to the extent that such rights and remedies conflict with this Agreement. Except as provided in Section 5, this Agreement may not be amended or modified except by a writing signed by both parties. This Agreement sets forth the complete agreement of the parties with respect to the Services. This Agreement will take precedence over any inconsistent, conflicting, or additional terms or conditions contained in any communication or document from Carrier, including any bill of lading, tariff or other document that Carrier may present to a Shipper or Receiver. Adcock Northeast hereby notifies Carrier that it does not agree to other terms or conditions that Carrier may supply, whether in conflict with, inconsistent with, or in addition to the terms and conditions of this Agreement. If any phrase, clause, sentence, term or other provision herein will be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. This Agreement will be construed, interpreted and applied in accordance with the Laws of the State of Indiana and applicable federal law, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Circuit and Superior Courts of Lancaster County, PA and the federal courts of the United States, serving Lancaster County, and the parties hereby irrevocably consent to exclusive personal jurisdiction and venue therein. Notice under this Agreement will be deemed given by one party when personally delivered or sent by overnight courier, facsimile, email or certified or registered mail to the addresses in this Agreement or, if such notice is provided by Adcock Northeast, through the Adcock Northeast System and will be effective upon receipt. This Agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument. Any terms of this Agreement, which by their nature extend beyond the expiration, termination or cancellation of this Agreement, including, without limitation, Sections 6, 13, 16, 17, and 18 hereof shall remain in full force and effect until fulfilled and/or performed and shall inure to the benefit of and be binding upon Carrier and Adcock Northeast and their respective successors and assigns.

The duly authorized representatives of the parties are signing the Agreement.

______________________________
PRINT Full Legal Name of Carrier as it appears on DOT Authority

______________________________
Date Signed

______________________________
Owner Signature

______________________________
Owner Name & Title

______________________________
Email

______________________________
Fax

______________________________
Address Line 1

______________________________
Tel

______________________________
Alt Tel

______________________________
Address Line 2

FOR ADCOCK NE USE ONLY

Accepted by Adcock Northeast on __________________________, ________________________________, 20_________.

Adcock Northeast Setup

Signature: ____________________________________________

Name/Title: __________________________________________

transport@adcocknortheast.com
Fax: 215-207-2337
14 Anthony Drive
Manheim, PA 17545