

Garrison Logistics Inc.

DEDICATED FREIGHT SERVICE AGREEMENT

This Freight Service Agreement (“Agreement”) is made and entered into by and between the following parties for the purpose of establishing a dedicated transportation relationship under mutually agreed terms.

1. CARRIER INFORMATION

Company Name: _____

MC#: _____

Address: _____

Driver’s Name: _____

Contact Phone: _____

Effective Date: _____

Contract Duration: From _____ To _____

2. SERVICE STRUCTURE

This Agreement governs dedicated freight movement between agreed locations under scheduled operations.

Route Configuration

Primary Route:

- Origin: _____
- Destination: _____

Return Route (if applicable):

- Origin: _____
- Destination: _____

This agreement is confidential and intended solely for the authorized parties. Any unauthorized use, reproduction, or distribution is strictly prohibited.

© 2005 Garrison Logistics Inc. All rights reserved.

Load Specifications

- Freight Type: _____
- Estimated Weight: _____
- Equipment Required: _____

Distance & Compensation

- Estimated Miles: _____
 - Rate Per Movement: \$ _____
 - Total Estimated Earnings: \$ _____
-
-

3. OPERATIONAL SCHEDULE

Service Days:

- Monday – Friday
- Monday – Saturday
- Custom Schedule: _____

Pickup Window: _____

Delivery Type:

- Continuous (Straight Through)
 - Scheduled Appointment
 - Drop & Hook
-
-

4. FINANCIAL TERMS

Payment Method:

- Direct Deposit
- EFS
- COD
- Other: _____

Payment Frequency:

- Daily
- Weekly
- Bi-Weekly
- Per Completed Cycle

This agreement is confidential and intended solely for the authorized parties. Any unauthorized use, reproduction, or distribution is strictly prohibited.

© 2005 Garrison Logistics Inc. All rights reserved.

Onboarding Requirement:

Carrier must complete onboarding by submitting all required documentation (W9, insurance certificates, authority proof, and banking details where applicable) prior to activation.

5. SECURITY DEPOSIT & ASSURANCE

Deposit Value: \$ _____

Purpose of Deposit (Select One or More):

- Pickup Commitment Assurance
- Freight Protection Guarantee
- MC Authority Leasing Under Broker
- Trailer Rental Coverage
- Insurance Support / Leasing
- Other: _____

Deposit Terms:

This deposit serves as operational security ensuring performance reliability, financial accountability, and protection of freight and brokerage commitments.

Refund Structure:

- Fully Refundable Upon Completion
- Conditional Refund Based on Performance

Refund Conditions:
_____**Forfeiture Conditions:**

Deposit may be retained partially or fully in cases including but not limited to non-performance, missed dispatch, breach of agreement, or operational negligence.

6. ADDITIONAL SERVICE OPTIONS

- Trailer Provided by Broker
 - Type: _____
 - Usage Fee: \$ _____
- Insurance Assistance / Leasing

- Coverage Type: _____
- Fee: \$ _____

Authority (MC) Leasing Arrangement

- Terms & Conditions: _____
-

7. PERFORMANCE REQUIREMENTS

- Carrier must operate in full compliance with all federal and state transportation regulations.
 - All equipment must meet safety and operational standards at all times.
 - Carrier is responsible for cargo integrity from pickup to delivery.
 - Timely updates must be provided for all shipments.
-

8. DOCUMENTATION & REPORTING

Carrier agrees to submit all required documentation including:

- Proof of Delivery (POD)
- Bill of Lading (BOL)
- Receipts and accessorial documents

Submission must be completed within **24 hours** of delivery unless otherwise agreed.

9. BUSINESS PROTECTION TERMS

Non-Circumvention Agreement:

Carrier shall not engage directly with any shipper, consignee, or client introduced through

Broker for a period of: 1 Month

3 Months

6 Months

12 Months

Confidentiality Clause:

All operational, financial, and client-related information must remain confidential unless written authorization is provided.

This agreement is confidential and intended solely for the authorized parties. Any unauthorized use, reproduction, or distribution is strictly prohibited.

© 2005 Garrison Logistics Inc. All rights reserved.

10. FAILURE, LIABILITY & PENALTIES

In the event of non-performance or failure to initiate agreed services:

- Penalty Amount: \$ _____
- Additional Damages (if applicable): _____

Broker reserves the right to recover losses, deduct amounts, or pursue legal remedies where necessary.

11. DISPUTE RESOLUTION

Governing Jurisdiction: _____

Both parties agree to attempt resolution through mediation prior to initiating legal proceedings.

12. AGREEMENT OVERVIEW

- Total Contract Value: \$ _____
 - Deposit Amount: \$ _____
 - Start Date: _____
 - End Date: _____
-
-

13. AUTHORIZATION & SIGNATURES

CARRIER REPRESENTATIVE

Name: _____

Signature: _____

Date: _____

Driver Name: _____

Driver Contact: _____

BROKER REPRESENTATIVE (Garrison Logistics Inc.)

Name: _____

Signature: _____

Date: _____

This agreement is confidential and intended solely for the authorized parties. Any unauthorized use, reproduction, or distribution is strictly prohibited.

© 2005 Garrison Logistics Inc. All rights reserved.

14. FINAL PROVISIONS

This document represents a legally binding agreement between both parties. Any modifications must be documented in writing and signed by authorized representatives. Digital or electronic signatures shall be deemed valid and enforceable.

15. EXTENDED TERMS & CONDITIONS

A. Independent Contractor Status

Carrier operates as an independent contractor and not as an employee, agent, or partner of the Broker. Carrier retains full control over its operations, personnel, and equipment.

B. Indemnification

Carrier agrees to indemnify, defend, and hold harmless the Broker from any and all claims, damages, liabilities, fines, or legal costs arising out of Carrier's performance, negligence, or violation of regulations.

C. Insurance Liability

Carrier must maintain active insurance coverage including:

- General Liability
- Auto Liability
- Cargo Insurance

Failure to maintain valid insurance at any time during this Agreement constitutes a material breach.

D. Claims Handling

Any cargo claims, shortages, or damages must be reported immediately. Carrier is financially responsible for any proven loss or damage occurring while freight is in their possession.

E. Service Failure & Load Abandonment

Carrier shall not abandon any load once accepted. Any unjustified cancellation, delay, or abandonment may result in penalties, loss recovery, and potential legal action.

F. Double Brokering Prohibition

Carrier strictly agrees not to re-broker, assign, or transfer the load to another carrier without prior written consent from the Broker. Violation may result in immediate contract termination and legal consequences.

G. Payment Adjustments

Broker reserves the right to deduct any penalties, damages, or unpaid obligations from carrier settlements where applicable.

H. Force Majeure

Neither party shall be held liable for failure to perform due to events beyond reasonable control, including natural disasters, government actions, or unforeseen emergencies. Affected party must notify the other immediately.

I. Termination Clause

This Agreement may be terminated:

- By mutual written consent
- By either party with written notice: _____ days
- Immediately in case of breach, fraud, or regulatory violation

J. Compliance Verification

Broker reserves the right to verify Carrier's authority, safety rating, insurance status, and operational compliance at any time.

K. Payment Terms Enforcement

Late or incomplete documentation may result in payment delays. Carrier agrees to comply with all invoicing and submission requirements.

L. Rate Confirmation Authority

Each shipment may be accompanied by a separate rate confirmation which shall be considered part of this Agreement and legally binding.

M. Governing Priority

In case of conflict between this Agreement and any load-specific document, the rate confirmation shall take precedence unless otherwise stated.