# BROKER-CARRIER TRANSPORTATION AGREEMENT

| | |
|---|---|
| **Effective Date** | [Month Day, Year] |
| **Broker** | Voltroute Freight Brokerage Incorporated |
| **Broker Address** | [Street, City, Province, Postal Code] |
| **Carrier Legal Name** | [Full legal company name] |
| **Carrier Address** | [Street, City, Province/State, Postal/ZIP Code] |
| **Carrier Authorities** | CVOR/NSC: [____] \| USDOT: [____] \| MC: [____] |
| **Carrier Contact** | [Name, title, email and telephone] |

## RECITALS

**A.** The Broker arranges transportation of property for customers and intends to retain qualified motor carriers on a non-exclusive basis.

**B.** The Carrier represents that it is duly authorized, properly insured and qualified to transport freight in every jurisdiction in which it accepts a shipment.

**C.** The parties wish to define their respective obligations for shipments tendered by the Broker and accepted by the Carrier.

**Agreement.** In consideration of the mutual promises below, the parties agree as follows.

## 1. Definitions

**1.1** “Applicable Law” means all federal, provincial, territorial, state, municipal and local laws, rules, permits, safety requirements and binding regulatory orders applicable to a shipment or either party.

**1.2** “Customer” means a shipper, consignor, consignee, beneficial cargo owner or other person for whom the Broker arranges transportation.

**1.3** “Rate Confirmation” means the written load-specific confirmation issued or accepted by the parties, including agreed rate, route, commodity, equipment, timing and accessorial terms.

**1.4** “Shipment” means freight tendered by the Broker and accepted by the Carrier under this Agreement.

## 2. Scope and Acceptance of Shipments

**2.1** The Broker may offer Shipments from time to time. The Carrier may accept or decline any offer. Neither party guarantees a minimum volume or capacity.

**2.2** A Shipment is accepted when the Carrier confirms the Rate Confirmation in writing, dispatches equipment, or takes possession of the freight, whichever occurs first.

**2.3** The Carrier shall transport each accepted Shipment using suitable equipment and qualified personnel in accordance with this Agreement, the Rate Confirmation and lawful written instructions from the Broker.

**2.4** If a Rate Confirmation conflicts with this Agreement, this Agreement governs unless the Rate Confirmation expressly identifies the clause being changed and is approved by authorized representatives of both parties.

## 3. Term and Termination

**3.1** This Agreement begins on the Effective Date and continues until terminated by either party on thirty (30) days' written notice.

**3.2** The Broker may suspend tenders or terminate immediately if the Carrier loses or has suspended any required authority, insurance or satisfactory safety status; materially breaches this Agreement; commits fraud or cargo theft; becomes insolvent; or creates a material safety or customer risk.

**3.3** Termination does not affect payment, claims, confidentiality, non-solicitation, indemnity or other obligations that by their nature survive.

## 4. Rates, Documents and Payment

**4.1** The Rate Confirmation states the compensation for each Shipment. Unless expressly stated otherwise, the agreed amount includes fuel, tolls, permits, labour, equipment, border and ordinary operating costs.

**4.2** The Carrier shall submit one complete invoice package containing its invoice, signed bill of lading, legible proof of delivery, Rate Confirmation and supporting receipts for approved accessorial charges.

**4.3** Subject to receipt of a complete and accurate invoice package, payment terms are [30] days. The Broker may dispute unsupported or incorrect charges and may offset documented overpayments, cargo claims, customer chargebacks or other amounts lawfully owing by the Carrier.

**4.4** Detention, layover, redelivery, pallet, lumper and other accessorial charges require prompt notice and written approval. The Carrier shall provide supporting receipts and time records.

**4.5** The Carrier appoints the Broker as its exclusive collection agent for Shipments under this Agreement and shall not seek freight payment from Customers. This does not prevent operational communication authorized by the Broker.

## 5. Carrier Authority, Safety and Compliance

**5.1** The Carrier shall maintain all operating authorities, registrations, permits, safety ratings and tax accounts necessary for each Shipment, including any applicable CVOR, NSC, USDOT, FMCSA, provincial and state credentials.

**5.2** The Carrier shall comply with hours-of-service, vehicle inspection, load securement, dangerous goods/hazardous materials, customs, immigration, food safety, sanitation, temperature-control and security requirements.

**5.3** The Carrier shall immediately notify the Broker of any suspension, downgrade, audit finding, out-of-service order, insurance change or enforcement event that may affect service.

**5.4** The Carrier shall not use equipment that has transported refuse, waste or any substance that may contaminate food-grade, pharmaceutical or other sensitive freight, unless the Broker gives prior written approval.

## 6. Equipment, Drivers and Operating Costs

**6.1** The Carrier will provide clean, safe, roadworthy and properly licensed equipment suitable for the commodity. Annual inspections and maintenance records must be current.

**6.2** Drivers must be properly licensed, trained, medically qualified where required, and legally eligible to perform the service. The Carrier is solely responsible for hiring, direction, discipline and compensation of its personnel.

**6.3** The Carrier bears all operating expenses, including fuel, repairs, tires, tolls, permits, wages, taxes, insurance and roadside service. The Broker is not responsible for damage to or loss of the Carrier's equipment.

**6.4** For refrigerated or temperature-controlled freight, the Carrier shall pre-cool as instructed, verify set point and operating mode, monitor temperature, maintain downloadable records, and never change the set point without written authorization.

## 7. Independent Contractor

**7.1** The Carrier is an independent contractor and has exclusive control over the manner and means of performing transportation services. Nothing creates employment, partnership, joint venture or a general agency relationship.

**7.2** The Carrier is responsible for payroll, source deductions, workers' compensation, benefits, taxes and all obligations relating to its personnel and subcontractors.

**7.3** The Carrier has no authority to bind the Broker or make commitments on the Broker's behalf except as expressly authorized in writing.

## 8. No Rebrokering or Substituted Service

**8.1** The Carrier shall not broker, assign, interline, subcontract, transfer, rail, consolidate or otherwise substitute another service provider for a Shipment without the Broker's prior written consent.

**8.2** If consent is given, the Carrier remains fully responsible for the acts and omissions of every subcontractor and must ensure equivalent authority, insurance and contractual compliance.

**8.3** Unauthorized rebrokering is a material breach and may result in non-payment, termination and liability for all resulting losses, subject to Applicable Law.

## 9. Custody, Bills of Lading and Delivery

**9.1** The Carrier's responsibility begins when it first takes possession or control of the Shipment and ends only upon complete delivery and signed receipt by the authorized consignee.

**9.2** Before departure, the Carrier shall verify the apparent condition, count, loading and securement of freight to the extent observable, and record exceptions on the bill of lading before signing.

**9.3** A bill of lading identifies the Shipment but does not alter this Agreement. An incorrect designation of the Broker as a carrier does not change the parties' relationship.

**9.4** The Carrier shall obtain a clear, signed and dated proof of delivery and transmit it to the Broker within [24] hours. Electronic copies are acceptable unless originals are requested.

**9.5** The Carrier shall not divert, reconsign, transload, break a seal or change destination without the Broker's written instruction, except where immediate action is required by law or to protect life or property.

## 10. Delay, Incidents and On-Hand Freight

**10.1** The Carrier shall immediately report any delay, missed appointment, accident, theft, cargo shortage, seal discrepancy, temperature deviation, spill, breakdown, refusal or other event affecting safe or timely delivery.

**10.2** For refused or undeliverable freight, the Carrier shall protect the Shipment and request written instructions. Storage or redelivery charges do not accrue unless reasonable, disclosed and approved where practicable.

**10.3** The Carrier shall preserve evidence, cooperate with investigations and provide incident reports, photographs, electronic temperature data and other relevant records promptly.

## 11. Cargo Liability and Claims

**11.1** The Carrier is liable for actual loss, damage, shortage, contamination and unreasonable delay occurring while the Shipment is in its custody, subject only to defences and limitations available under Applicable Law and expressly preserved by this Agreement.

**11.2** No released value or cargo-liability limitation is effective unless stated in a separate written agreement signed by the Broker before pickup. A tariff, bill of lading or website term does not by itself limit liability.

**11.3** Claims may include the value of freight, freight charges, reasonable mitigation and disposal costs, inspection costs, customer chargebacks and other direct losses recoverable under Applicable Law.

**11.4** The Broker or Customer will present cargo claims within the period required by Applicable Law or, if the law permits the parties to agree, within nine (9) months after delivery or scheduled delivery. The Carrier shall acknowledge, investigate and respond in writing within thirty (30) days.

**11.5** For branded, labelled, temperature-sensitive or food-grade goods, the Customer may reasonably determine whether salvage is safe and commercially appropriate. Brand identifiers shall be removed before any permitted salvage resale.

## 12. Insurance

**12.1** Throughout the term and for every Shipment, the Carrier shall maintain insurance with reputable insurers authorized in the applicable jurisdictions. Minimum limits are listed in Schedule B.

**12.2** Before transporting freight, the Carrier shall provide certificates of insurance and, on request, policy endorsements. Certificates do not amend coverage or waive the Carrier's obligations.

**12.3** Policies shall not exclude unattended vehicles, detached trailers, employee theft, reefer breakdown or commodities accepted by the Carrier unless the Broker approves the exclusion in writing before tender.

**12.4** The Carrier shall arrange for the Broker to receive advance notice of cancellation or material reduction where commercially available, and shall independently notify the Broker immediately of any lapse or change.

## 13. Indemnity

**13.1** To the fullest extent permitted by law, the Carrier shall defend, indemnify and hold harmless the Broker, its affiliates and Customers, and their directors, officers, employees and agents, from third-party claims, fines, losses, damage and reasonable legal costs arising from the Carrier's services, breach, negligence, wilful misconduct or violation of law.

**13.2** The Carrier has no indemnity obligation to the extent a claim is caused by the negligence or wilful misconduct of the party seeking indemnity.

**13.3** The indemnified party shall give reasonably prompt notice and cooperation. A delay in notice relieves the indemnifying party only to the extent materially prejudiced.

## 14. Confidentiality, Data and Customer Protection

**14.1** The Carrier shall protect non-public business information, including customer identities, routes, pricing, margins, shipment data, security procedures and personal information, and use it only to perform this Agreement.

**14.2** The Carrier shall apply reasonable administrative, technical and physical safeguards and promptly report any actual or suspected unauthorized access, disclosure or cyber incident affecting Broker or Customer data.

**14.3** Except as required by law, the Carrier shall not disclose the Broker's compensation, rates or contract terms without prior written consent. Confidentiality survives termination.

## 15. Non-Solicitation and Non-Circumvention

**15.1** During the term and for twelve (12) months after termination, the Carrier shall not knowingly bypass the Broker to solicit or accept transportation business directly from a Customer first introduced to the Carrier through the Broker and served by the Carrier under this Agreement.

**15.2** This restriction applies only to substantially similar transportation business and does not cover a demonstrable pre-existing direct relationship disclosed to the Broker in writing before the first relevant Shipment.

**15.3** The parties intend this clause to apply only to the maximum extent reasonable and enforceable under Applicable Law.

## 16. Records and Audit

**16.1** The Carrier shall retain transportation, safety, temperature, customs and billing records for at least [three (3)] years, or longer if required by law.

**16.2** On reasonable notice, the Carrier shall provide records relevant to a Shipment, claim, compliance review or invoice. Any audit will be limited to information reasonably necessary for the stated purpose.

## 17. Notices

**17.1** Formal notices must be in writing and delivered by personal delivery, recognized courier, registered mail or email with confirmation to the addresses below. Operational shipment communications may use the parties' customary dispatch channels.

**17.2** A notice is effective when received. Either party may update its notice information by written notice.

## 18. Force Majeure

**18.1** Neither party is liable for delay caused by an event beyond its reasonable control that could not reasonably have been avoided, excluding lack of funds, ordinary equipment failure, driver unavailability or a subcontractor's failure.

**18.2** The affected party shall promptly notify the other, mitigate the effects and resume performance as soon as practicable. Force majeure does not excuse payment obligations already accrued or the Carrier's duty to protect freight in its custody.

## 19. Governing Law and Dispute Forum

**19.1** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable there, without regard to conflict-of-law rules.

**19.2** The parties submit to the exclusive jurisdiction of the courts located in [Toronto], Ontario, unless they agree in writing to mediation or arbitration for a specific dispute.

**19.3** Nothing prevents a party from seeking urgent injunctive relief or preserving a limitation period in a court of competent jurisdiction.

## 20. General Provisions

**20.1** This Agreement, together with its schedules and accepted Rate Confirmations, is the entire agreement concerning its subject and replaces prior discussions and communications.

**20.2** An amendment or waiver must be in writing and signed by an authorized representative. A waiver on one occasion is not a continuing waiver.

**20.3** If a provision is invalid or unenforceable, it will be narrowed to the minimum extent necessary, and the remaining provisions continue in effect.

**20.4** Neither party may assign this Agreement without prior written consent, except to an affiliate or successor in connection with a merger or sale of substantially all relevant assets, provided the assignee assumes the obligations.

**20.5** This Agreement may be signed in counterparts and electronically. Each counterpart is deemed an original and together they form one instrument.

**20.6** Headings are for convenience only. “Including” means including without limitation. Singular includes plural where the context requires.

**20.7** The parties confirm that they have requested this Agreement and all related documents be prepared in English. Les parties confirment avoir demandé que la présente convention et tous les documents qui s’y rattachent soient rédigés en anglais.

## SIGNATURES

The parties execute this Agreement as of the Effective Date shown above. Each signatory represents that they are authorized to bind the named party.

| BROKER | CARRIER |
|---|---|
| **Voltroute Freight Brokerage Incorporated** | **[Full Legal Company Name]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Email: _____ | Email: _____ |

## SCHEDULE A - RATE CONFIRMATION TEMPLATE

**Purpose.** Complete one Rate Confirmation for each Shipment. This Schedule may be copied and used as a standalone load confirmation under the Agreement.

| | | | |
|---|---|---|---|
| **Load / Reference No.** | [_____] | **Confirmation Date** | [_____] |
| **Carrier** | [Legal name] | **Dispatcher / Contact** | [_____] |
| **Pickup** | [Facility, address, date/time] | **Delivery** | [Facility, address, date/time] |
| **Commodity** | [Description] | **Weight / Units** | [_____] |
| **Equipment** | [Dry van / reefer / flatbed / other] | **Temperature / Mode** | [_____] |
| **Line-haul Rate** | $[_____] | **Fuel / Other** | $[_____] |
| **Total Agreed Rate** | $[_____] | **Currency** | [CAD / USD] |
| **Payment Terms** | [_____] | **Required Documents** | [BOL / POD / receipts / other] |
| **Special Instructions** | [Appointments, seals, pallets, tracking, food-safety or customer requirements] | | |

### Accessorial Authorization

| Type | Amount / Basis | Approved By | Supporting Document |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Carrier Acceptance:** By signing or accepting this load electronically, the Carrier confirms the Shipment is subject to the Agreement.

**Carrier Authorized Signature** _____

**Printed Name / Title** _____

**Date / Time** _____

## SCHEDULE B - INSURANCE REQUIREMENTS

Unless a Rate Confirmation requires higher limits, the Carrier shall maintain at least the following coverage. Complete or revise the bracketed limits only after insurance and legal review.

| Coverage | Minimum Limit | Key Requirement |
|---|---|---|
| **Automobile liability** | $2,000,000 CAD per occurrence (or higher amount required by law/customer) | Broker as additional insured where available |
| **Commercial general liability** | $2,000,000 CAD per occurrence | Products/completed operations where applicable |
| **Cargo liability** | $250,000 CAD per Shipment | No prohibited unattended, detached-trailer, theft or reefer exclusions |
| **Workers' compensation** | Statutory | Current clearance certificate / equivalent |
| **Cyber / privacy** | $[_____] | If Carrier accesses systems or personal information |
| **U.S. operations endorsements** | As required | Including MCS-90 and other FMCSA filings where applicable |

### Certificate Instructions

- Certificate holder: Voltroute Freight Brokerage Incorporated, [full address].
- Send certificates and endorsements to: [insurance email].
- Policy expiry date: [_____].
- Broker to receive advance notice of cancellation where available.

## SCHEDULE C - CARRIER ONBOARDING CHECKLIST

- ☐ Signed Broker-Carrier Transportation Agreement
- ☐ Completed carrier profile and banking/remittance form
- ☐ Operating authority documents (CVOR/NSC, USDOT/MC, provincial/state permits)
- ☐ Current insurance certificate and required endorsements
- ☐ Workers' compensation clearance / equivalent
- ☐ Safety rating and compliance profile
- ☐ Void cheque or verified payment instructions
- ☐ Equipment list and reefer capability, if applicable
- ☐ Driver and dispatch after-hours contacts
- ☐ Food-safety, dangerous-goods or customs credentials, where applicable