



ONEFOX LOGISTICS

We at Onefox Logistics thank you for giving us the opportunity to help you grow. Please carefully go over the guidelines below. If anything extra is to be submitted, Please reference the name of the representative so we can have our team member contact you.

Representative: _____ (if
Applicable)

The following is required to be sent to info@onefox.ca:

- Carrier Authorities
- Certificate of insurance sent by your insurance representative, and must include the following;
 - General Liability: \$1,000,000
 - Automobile Liability: \$1,000,000
 - Cargo Liability: \$100,000
- EFT Form completed
- Any other documents required by you OneFox representative

Please complete the documents that need to be completed and collect all the documents and send via email to info@onefox.ca

Please check your payment terms:

- 2 Days Quickpay – 3% of the freight will be charged
- 30 days

Fuel advances: OneFox gives up to 50% of the freight rate. Carrier is charged 2% of the freight

Com-checks: for every \$1000.00 issued a \$6.00 surcharge applies

OneFox requires legible pod's in order to pay carriers also an invoice is mandatory

Carrier agrees to not double broker any loads given to them by OneFox Logistics. Failure to comply will result in nonpayment.

Company Name: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

New Carrier Information Sheet

CARRIER CONTACT INFORMATION		
Legal Business Name:		
Operating/Trade Name:		
Phone:	Fax:	Email:
Address:		
Contact #1 Name:	After Hours No.:	
Contact #2 Name:	After Hours No.:	

AUTHORITY INFORMATION			
MC #		DOT No.:	
CVOR No.		WSIB Acct. No.:	
Insurance Company:		Policy No.:	

Must List 3 References

Company Name	
contact	
Phone #	
How long have you been doing business	
# of loads done	

Company Name	
contact	
Phone #	
How long have you been doing business	
# of loads done	

Company Name	
contact	
Phone #	
How long have you been doing business	
# of loads done	

1. Carrier represents and warrants to Broker that it:

- a) Currently possesses all of the appropriate and necessary permits and authorization required by the relevant and appropriate government agencies relating to it being engaged in operations in interprovincial, interstate and/or foreign commerce as a contract carrier.
- b) Has been issued appropriate operating authorities, licenses, certificates or permits for operations in the states and provinces where the operations contemplated by this Agreement shall be performed.
- c) Has and will maintain, while this Agreement remains in effect, the public liability and cargo insurance described in paragraphs of the present Agreement.
- d) Has authorized the person(s) executing the present Agreement to do so on Carrier's behalf.
- e) Is in compliance with all the applicable federal, state, provincial and local laws relating to its service and the performance of this Agreement and will continue to remain in compliance with such laws during the entire term of this Agreement.
- f) Has in full force and effect an effective safety program and has been issued a "satisfactory" safety rating by the appropriate authorities.
- g) Recognizes and acknowledges that the representations herein are a condition precedent to inducing Broker to enter into this Agreement.

2. Broker represents and warrants to Carrier that it:

- a) Is duly authorized to engage in operations as a property broker of regulated freight moving in interprovincial, interstate or foreign commerce, the whole in complete compliance with the relevant legislation applicable to the nature of the business carried on by the broker.
- b) Has authorized the person(s) executing this Agreement to do so on Broker's behalf.

3. Broker agrees for and on behalf of its shipper/customer to tender to Carrier for transportation and Carrier agrees to transport for Broker acting in said capacity, such shipments of freight as the parties shall mutually agree, such shipment to be accomplished in accordance with the rates and charges and other provisions set forth in the Load Confirmation Sheet pertaining to each shipment. Carrier's invoice to Broker shall be presumed to reflect the agreed rate unless Broker notifies carrier in Writing within thirty (30) days of Broker's receipt of Carrier's invoice of any claimed errors in the invoice. If both parties have executed a Load Confirmation Sheet containing all the terms of the service as well as all the applicable charges due Carrier, said document will be presumed to fully and completely manifest the intent of the parties with respect to all charges due Carrier for the shipment or shipments of the shipper/customer described therein.

In order to facilitate the fulfilment of the Contract of Transport between the shipper/customer and the Carrier, Broker will prepare and deliver to Carrier the appropriate Load Confirmation Sheet and to the shipper the appropriate accommodation billing for and on behalf of the Carrier, the whole in its capacity as agent for both the shipper/customer and the Carrier, Carrier acknowledges that any payments made by Broker to Carrier in respect to any invoice received from Carrier is a payment made for and on behalf of the shipper"

4. Carrier agrees to provide equipment which satisfies the reasonable needs of Broker and its customers, and to transport and deliver all shipments with reasonable dispatch unless a different service standard is required by Broker or its customers and accepted by Carrier. Acceptance of a shipment which is tendered with a specific delivery deadline shall constitute agreement by Carrier to meet the specified delivery deadline, even if "reasonable dispatch" would have permitted a later delivery, and Carrier agrees to assume liability for all consequential damages arising out of late delivery of any such shipment.
5. Carrier, in its performance of this Agreement shall be and remain an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status.
 - a) Carrier shall, at its own cost and expense, provide and maintain motor truck equipment for use in the services to be performed hereunder which is adequate and satisfactory to Broker and Broker's customers, and Carrier shall also procure and maintain such licenses and permits as are required by local, state or federal authorities with respect to such transportation services, including but not limited to all expenses of loading and unloading, fuel, vehicle maintenance, taxes, tolls, fees, and all compensation for personal services, unless Broker or its customer expressly agrees to pay (or reimburse) Carrier for any such expenses.
 - b) Carrier shall employ or contract with all persons required for the performance of this Agreement and shall assume full responsibility for the payment of any and all municipal, provincial, state and federal contributions or taxes for unemployment insurance, workers compensation, FICA, Medicare and any other taxes or contributions required with respect to the persons engaged in the performance of the transportation services herein and further agrees to comply with the applicable rules and regulations promulgated under such laws as are applicable thereto.

6. Carrier agrees that it will procure and maintain at its expense, with reputable insurance carriers, the necessary types and amounts of public liability insurance, and further agrees to furnish to the Broker upon request therefore, written insurance certificate, and a copy of its insurance policy with all of the exclusions therein contained, from such insurance carrier or carriers, confirming that such insurance has been procured, is being paid for and maintained.
7. Broker agrees to remit to Carrier the sum specified in Carrier's invoice to Broker within thirty (30) days of receipt by Broker of carrier's invoice accompanied by proper proof of delivery and other evidence that the Carrier's performance of the requested services has been completed.

Carrier agrees that Broker, in its sole discretion, is entitled to withhold in whole or in part any monies owing to the Carrier for transportation services to satisfy any claims or shortages arising out of any contract as between Carrier and the Broker and this right of offset may occur under the sole discretion of the Broker only if the claim against the Carrier has not been acknowledged in writing by Carrier within thirty (30) days of the presentation of the claim or if the claim has not been paid or denied for valid cause or reason within ninety (90) days of the presentation of the claim.

8. Carrier represents and warrants to Broker that Carrier is a duly licensed Motor contract Carrier of Property pursuant to the permits issued in its name by the relevant and appropriate authorities.
9. Carrier agrees that in consideration of the substantial effort undertaken by Broker in locating the traffic which is the subject of this Agreement, as well as the good will which now exist between Broker and its customers and further, in consideration of the substantial and irreparable harm to Broker that would result from a breach thereof, that Carrier shall not at any time during the term that this Agreement is in force plus a period of one year immediately following the cancellation, expiration or termination of this Agreement, solicit or attempt in any way to contract directly with any shipper, receiver, consignor, consignee, buyer or purchasing party who controls the transportation, whose freight is first tendered by Broker to Carrier for the hauling which is the subject of this Agreement, without the express written consent of Broker. Carrier expressly agrees that in the event of a material breach of this provision by Carrier, Broker may, at Broker's election, seek injunctive relief, or money damages, or both, and that the measure of Broker's damages shall be the full amount of commissions or other compensation due Broker for all traffic transported in contravention of this Agreement and further that should Broker elect to seek enforcement of this clause through litigation or other legal proceedings, Carrier shall be liable to Broker for the costs and disbursements of such action including reasonable attorney's fees. For purposes of construing this clause, any shipment hauled by Carrier in violation of this clause shall be deemed a separate breach of this Agreement and any waiver by Broker of any particular individual breach of this clause shall not be construed as a waiver by Broker of the terms and conditions of this clause for any subsequent breaches hereof.

10. Carrier hereby waives any lien it may have on the goods being transported pursuant to this Agreement under any relevant provision of law and Carrier agrees that it shall not bill or otherwise seek recovery from anyone other than Broker for freight charges earned by Carrier in the performance of this Agreement, nor shall Carrier accept payment from any consignor, consignee or party other than Broker without the express written consent of Broker.
11. Carrier agrees that it will not assign or co-broker any shipments which are tendered to Carrier by Broker pursuant to this Agreement without Broker's prior express consent to do so.
12. Carrier agrees to defend, indemnify and hold Broker and its customers harmless from any claims, demands, losses, damages or liability of any kind (including reasonable attorney fees incurred by Broker and its customers) arising out of Carrier's performance of this Agreement, including but not limited to injuries to persons or property occurring at the premises of any consignor or consignee.
13. Carrier and Broker mutually agree that this is not intended as an exclusive Agreement and that either party may enter into similar agreements with other carriers, broker's or freight forwarders, provided that such agreements do not violate paragraph 10 of this Agreement.
14. In the event of a material breach of a material term of this Agreement by Carrier, Broker shall have the right to withhold or setoff any payments which are due and owing to Carrier for freight charges. This right of withholding or setoff is not an exclusive remedy, and Broker shall have and may exercise all other remedies it may have at law or in equity against Carrier. Broker shall also be entitled to withhold or setoff any payments which are due and owing to Carrier against any claims or freight loss, damage or delay which Broker or its customer has asserted against Carrier.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec as to both interpretation and performance except where expressly pre-empted by applicable federal statutes or regulations. Any litigation involving the interpretation or performance of this Agreement shall be brought before the relevant Courts of the Province of Quebec and Carrier expressly consents to the jurisdiction in said Courts.
16. During the entire period of the present Agreement or any renewal thereof Carrier undertakes that it will not, directly or indirectly, solicit or render services to or for the benefit of any customer of the Broker; this prohibition will not exist in the event the Carrier was engaged in an existing business relationship with a customer or Carrier prior to said Carrier entering into the present Agreement with the Broker.

Moreover, the carrier will not in any manner whatsoever cause any customer of the Broker to divert, terminate, limit or in any manner whatsoever modify any existing business relationship with the Broker.

17. This Agreement shall remain in effect and full force for one (1) year from the date hereof and shall be automatically renewed from year to year thereafter subject to the right of termination by either party at any time on ninety (90) days written notice to the other party.
18. Carrier may not disclose the terms of this Agreement to anyone not a party to this Agreement without the prior written consent of Broker. Carrier and its employees and agents shall treat all information relating to the identity of consignors and consignees, origins, destinations, commodities, volume and frequency of movements and methods of distribution as confidential and proprietary information of Broker and its customers and shall not divulge such information to third parties without the express written consent of Broker.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date and year specified above.

ONEFOX LOGISTICS INC.

Per:

WITNESS

Duly Authorized

“BROKER”

Per:

WITNESS

Duly Authorized

“CARRIER”