



**USA
Logistics, Inc.**

Tel: (908) 735-8900
Fax: (908) 713-1315
eMail: bromano@usalogisticsinc.com
PO Box 666
Pittstown, NJ 08867

RATE CONFIRMATION AGREEMENT – Dated:

**Carrier:
Telephone:
Address:**

**Trip No.
Fax:
Agreed Rate:**

This AGREEMENT constitutes a true and complete rate agreement between the above-named CARRIER and USA Logistics, Inc., a registered freight BROKER. This rate includes all accessorial charges and is agreed upon at the time the load is accepted by CARRIER. All tariffs are hereby superseded and replaced by this AGREEMENT. By accepting this shipment, CARRIER agrees to hold harmless USA Logistics, Inc, the shipper and/or consignee for any balance due billing for amounts in excess of the rates and charges quoted herein.

By signing this AGREEMENT, CARRIER agrees to indemnify and hold harmless USA Logistics, Inc., and its shipper and/or consignees from and against all loss, damage, expense, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in any manner related to Carrier’s performance under this AGREEMENT (except to the extent of such loss, damage, etc., is the result of the negligence of USA Logistics, Inc., or its shipper/consignees). CARRIER also represents that it has in force insurance against liability for personal injury (including death) and property damage and general liability of at least \$1 million, and insurance against cargo loss and damage of at least \$100,000, and required worker’s compensation coverage. CARRIER further agrees that it will comply with all applicable governmental laws, rules and regulations.

CARRIER shall be liable to USA Logistics, Inc., and/or the consignor/consignee for loss or damage to any property transported under this AGREEMENT. Such liability shall be for the full value of the item, which shall mean the replacement cost.

CARRIER further agrees that it will not assign or broker or sub-contract its obligation to transport this freight on its own equipment without the prior written consent of USA Logistics, Inc. In the event this provision is violated, CARRIER agrees to pay USA Logistics, Inc., a sum equal to the amount of this AGREEMENT as liquidated damages.

CARRIER agrees that receipt by USA Logistics, Inc., of original Proof of Delivery is required before payment can be made.

DRIVER or DISPATCHER is required to make calls to USA Logistics, Inc., at (908) 735-8900 as follows:

1. DAILY between 8 AM and 10 AM with location and status update.
2. At time of unloading, with verbal Proof of Delivery including exceptions, to avoid a \$50.00 penalty.
3. DRIVER shall fax a copy of Proof of Delivery within four (4) hours of delivery to (908) 713-1315. To avoid a \$50.00 penalty.

Origin:

Destination:

P/U Date:

Delivery Date:

Notes:

Please sign below and fax back to (908) 713-1315. We must have this signed AGREEMENT and a current Certificate of Insurance before your truck can be loaded.

CARRIER:

BROKER:

BY:

BY: Blaese A. Romano

TITLE:

TITLE: President