



# MAGELLAN

Transport Logistics

[www.magellanlogistics.com](http://www.magellanlogistics.com)

## Carrier Sign-Up Information & Instructions

Dear Carrier,

Please let me be the first to welcome you to the Magellan Transport Logistics (MTL, [www.magellanlogistics.com](http://www.magellanlogistics.com)) Carrier family. We are very excited that you are able to assist our many needs and fulfill the requirements for our clients throughout North America.

In an effort to provide a seamless relationship between your organization and MTL we have provided some critical information attached and would ask that you provide all necessary information required.

To receive our **Daily Available Load Lists**, copy/paste the following link <http://magellantransportlogistics.com/carriers/> to your web browser and enter your name and email. This can also be accessed by visiting the Carriers section of our website. The email address that you submit will then be added to receive emails of our current available loads - twice daily.

Please send all TRUCK capacity to [carriers@magellanlogistics.com](mailto:carriers@magellanlogistics.com) and please send all RAIL capacity to [ion@magellanlogistics.com](mailto:ion@magellanlogistics.com).

### The information needed from Carrier is as follows:

1. Signed Copy of Broker-Carrier Agreement
2. Signed Copy of MTL Security Requirements
3. Insurance Certificate naming Magellan Transport Logistics as "Certificate Holder"
  - > Refrigerated Carriers must show proof of "Reefer Breakdown" Coverage
4. W-9
5. Copy of Authority - MC Certificate

#### **\*\* Optional \*\***

For "Quick-Pay" requests via Comcheck, please provide the following:

6. Signed copy of Advance Approval Terms
7. Signed and completed Rapid Pay/Driver Advance Form
  - > Rapid Pay or Advances must be approved and agreed upon at time of booking shipment.

Should you have any questions regarding the set up process please contact Dispatch at (866) 699-9394

**Please fax or email (scanned) completed documents to: 866-328-0297 or [jacksonville@magellanlogistics.com](mailto:jacksonville@magellanlogistics.com)**

Please note, if you have secured a shipment with one of our dispatchers we must be in receipt of all completed and required information before we are able to dispatch or send your driver to shipper for pick up.

Sincerely,

*Tom Piatak*

Tom Piatak  
CEO

## APPROVED BROKER / CARRIER AGREEMENT CLAUSE

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ hereinafter referred to as "Carrier") and Magellan Transport Logistics, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC# 293730. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2 **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3 **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation..

3.1 **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6. **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record." Insertion of Magellan Transport Logistics name as the carrier on a bill of lading shall be for convenience only and shall not change Magellan Transport Logistics' status as a property broker or Carrier' status as a motor carrier. Carrier agrees that the Bill of Lading is the legally binding document providing the driver and the carrier all the details necessary to transport and process the freight shipment and shall take precedence over all other verbal and / or written instructions.

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broken seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49

C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

10. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1 **Nonsolicitation of Customers.** During this Contract's term and for 12 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly (whether customer approaches carrier or carrier approaches customer) solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided by that Customer first became known to or were transported by Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 20% of the total charges, with a maximum of US\$400 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

-----  
BROKER

-----  
CARRIER

\_\_\_\_\_  
Authorized Signature                      Title

\_\_\_\_\_  
Authorized Signature                      Title

\_\_\_\_\_  
Printed Name:                                      Date

\_\_\_\_\_  
Printed Name:                                      Date



# MAGELLAN

## Transport Logistics

[www.magellanlogistics.com](http://www.magellanlogistics.com)

### Qualifications and Terms of Quick-Pay Approval

- Carrier must request Comcheck option upon booking the shipment, and must obtain approval prior to pick-up
- Carrier must have hauled at least 3 prior shipments for Magellan under normal payment terms
- Carrier must provide at least 3 references, including Company name, contact name, and phone number
- Carrier must complete and return the Rapid Pay and Driver Advance forms
- Comchecks will only be given to the corporate office of the Carrier, not to off-site dispatchers or drivers via cell phone
- Valid and legible copies of BOL/POD must be faxed to Magellan for verification.

\*\*Approval is determined on a case by case basis at the sole discretion of Magellan. Abiding by the above terms does not guarantee approval.

\*\*Even if approved, Magellan reserves the right to deny payment by comcheck upon delivery for any reason necessary. Potential claims or damages, delays, disputes, etc. will result in payment under normal terms of 30 days while the situation is evaluated.

Carrier Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name & Title: \_\_\_\_\_

Please fax or email (scanned) completed documents to 866-328-0297 or  
[jacksonville@magellanlogistics.com](mailto:jacksonville@magellanlogistics.com).



**MAGELLAN**  
 Transport Logistics  
[www.magellanlogistics.com](http://www.magellanlogistics.com)

FOR OFFICE LOCATIONS PLEASE REVIEW  
 BRANCH DIRECTORY SHEET OR VISIT  
[WWW.MAGELLANLOGISTICS.COM](http://WWW.MAGELLANLOGISTICS.COM)

**CARRIER "RAPID PAY" SIGN UP & CONFIRMATION OF DRIVER ADVANCES**

Carrier "Rapid Pay" Sign Up		
Contact Person Signing Up:	TERMS TO CHOOSE FROM	
Contact Phone:	PAID DAYS - % DISCOUNT	X - YES
Contact Fax:	Comcheck upon Delivery - 5%	<input type="radio"/>
Contact Email:	7 Days - 5%	<input type="radio"/>
	14 Days - 3%	<input type="radio"/>
<p><i>Terms of Use for "Rapid Pay": Should you sign up for this program Magellan Transport Logistics will issue a check within the Paid Days Terms, identified above, after receipt of invoice and proper documents. Please note that in order to receive the payment on-time without any discrepancies please make sure to include all the appropriate documents with the invoice. The discount will "only" apply to the appropriate line-haul and not any accessorial charges. Please make sure to provide a signature and date below to complete the "Rapid Pay" sign-up process.</i></p>		
<p>_____</p>		
Carrier Representative Signature	Date	
<b>**Please see attached document outlining the Terms for Approval**</b>		
Driver Advances Authorization		
Contact Person Signing Up:	DRIVER ADVANCE TERMS	X - YES
Contact Phone:	Are Drivers Authorized to Receive Comdata Checks as Advances	<input type="radio"/>
Contact Fax:		
Contact Email:	<b>Maximum Amount Allowed 40% of Line-Haul</b>	
<b>MTL Cost Applied to Carrier for Advances to Driver or Company</b>	5% of Amount - Minimum \$20	
<p><i>Terms of Use for Driver Advances: Magellan Transport Logistics will not issue more than 40% of any line-haul as an advance on any one shipment. In the event an advance is needed for an accessorial, such as, but not limited to, Paying a 3rd Party for Loading or Unloading Services, Purchase of Pallets, or Product Re-work Due to Shift, unless due to an error by carrier, the carrier will not be charged with the appropriate 5% of advance, minimum \$20. All other advances will be subject to a 5% charge of advance, minimum \$20. Please make sure to provide a signature and date below to complete the authorization of Driver or Company Advances.</i></p>		
<p>_____</p>		
Carrier Representative Signature	Date	
<b>WITHOUT SIGNATURE OR INFORMATION WE WILL NOT BE ABLE TO PROCESS OR APPROVE</b>		

## Magellan (MTL): Carrier Security Requirements

Carrier shall comply with the security guidelines set forth in this Exhibit. Upon request by MTL/Customer, Carrier shall promptly provide proof of adherence to this Security Requirement outlined below.

### 1. Carrier shall:

Conduct background checks before drivers are allowed to handle the delivery of MTL's Customer's products. Background checks shall include drug screening (CDL requirement) and motor vehicle record checks. It is *strongly* suggested that Carrier perform at minimum a seven year criminal background check of all new drivers.

Cause drivers to present a valid government-issued photo ID at all facilities before cargo is tendered.

Keep stopping during transit to a minimum. If a stop during transit is necessary (meal, fuel, rest), the ignition key shall be removed and the tractor locked. The trailer should be parked in a manner that prevents the rear doors from opening and in sight of the driver. Whenever a trailer is separated from a tractor during transit, usage of a pin lock is required. Any stops by the driver of a Magellan load within the first 200 miles of origin pickup must be approved by Carrier's dispatcher prior to stopping.

During driver/tractor switching, cause both drivers to be present.

Take the most direct route to the intended destination. Any deviation shall be reported to the dispatcher, along with an explanation. A copy of the route shall be kept on file and available for examination by MTL.

### 2. Facility Requirements. Should Carrier have to bring the cargo into an interim location during transport, the location must meet the following security requirements:

Such location must have perimeter fencing of sturdy construction a minimum of eight feet high (excluding top guard) enclosing the yard;

The yard must have an access gate that is lockable by a pin lock and that remains locked during non-operating hours;

Facilities must have protective security lighting along the yard perimeter and throughout the yard that must be on during hours of darkness;

Points of access/egress must be controlled by authorized personnel (24 hours a day, 7 days a week);

Loaded trailers must remain locked with a padlock and seal and inside the secured fenced yard area until they are backed up to the dock to be unloaded;

Adequate locking devices must be fitted to all facility doors and windows;

Buildings that manage freight must be permanent structures, constructed of materials that resist unlawful entry and intrusion, and in good condition both inside and outside; and

Separate parking areas must be established to prevent private vehicles from accessing shipping, loading and cargo holding areas.



3. Reporting Requirements – Carrier shall:

- Report all thefts to the local police immediately upon discovery.
- Notify MTL immediately upon discovery of theft or loss.
- Forward a copy of the police report(s) to MTL as soon as it becomes available.
- Provide MTL with a detailed written report, prepared by the transporter, regarding the circumstances surrounding the theft within 24 hours of the occurrence.
- Provide assistance and all related documentation upon request to the police and MTL, during investigation of thefts of MTL shipments.

## **BEWARE**

### **Cargo Theft is on the rise**

Please take all the appropriate precautions to ensure that all trailer loads are secure while in transit. Our policy is that no trailer be left in an unsecured lot at any time. This includes, but is not limited to, unsecured drop lots, truck stops, rest areas, public streets, and private residences.

MTL also requires you adhere to the following:

- Drivers are required to present a valid government-issued photo ID at all facilities before cargo is tendered.
- Stopping during transit of MTL's loads should always be kept to a minimum. If a stop is necessary (meal, fuel, rest), permission must be received from your dispatcher first, then the ignition key must be removed and the tractor locked. The trailer should be parked in a manner preventing the rear doors from opening and in sight of the driver.
- If trailer is separated from a tractor during transit, a pin lock is required.
- Drivers should not stop within the first 200 miles. Any stops by the driver within the first 200 miles of origin pickup must be approved by the carrier's dispatcher.
- The most direct route should be taken to the intended destination. Any deviation should be reported to the dispatcher, along with an explanation.
- A copy of the route should be kept on file and available for examination.
- All thefts must be reported to the police immediately upon discovery.
- MTL must be notified immediately of potential theft scenario.
- A copy of the police report(s) must be forwarded to MTL once issued.
- A detailed written report regarding the circumstances surrounding the theft will be prepared by the transporter and sent to MTL within 24 hours.

CARRIER (Signature): \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_