



WCDI Logistics Inc
14752 Crenshaw Blvd., #412
Gardena, Ca 90249
Phone: (310)776-5755
Email: nina@wcdilogistics.com
Email: melba@wcdilogistics.com

PROPERTY BROKER – SHIPPER TRANSPORTATION AGREEMENT

THIS agreement, “**AGREEMENT**”, made and intended to be effective this (the) _____ day of _____, 20____ by and between **WCDI Logistics Inc.**, located at **14752 Crenshaw Blvd.,#412, Gardena, CA 90249** (“**BROKER**”) and _____ (“**SHIPPER**”), having offices at _____ collectively, the “**PARTIES**”.

RECITALS

- a) WHEREAS **BROKER** warrants that it is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number **MC-1019675** and as a licensed broker, arranges for freight transportation. A copy of **BROKER**'s authority is attached as Appendix A and a copy of **BROKER**'s Surety Bond or trust fund agreement is attached as Appendix B; and
- b) WHEREAS **SHIPPER**, to satisfy some of its transportation needs, desires to utilize the services of **BROKER** to arrange for transportation of **SHIPPER**'s freight; and
- c) WHEREAS **BROKER** desires to perform property brokerage services for Shipper, subject to the terms and conditions set forth below;

NOW THEREFORE, intending to be legally bound, **BROKER** and **SHIPPER** agree as follows:

The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving ten (10) days prior written notice to the other party.

Broker represents and warrants that it is duly and legally qualified to operate as a property Broker and to provide the transportation services contemplated herein. Broker agrees to comply with all federal, state and local laws regarding the provision of such Brokerage services. The parties understand and agree that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation.

Shipper shall tender certain shipments, from time to time, to Broker. The charges and rates for each shipment shall be provided in a rate agreement. The parties agree that the charges invoiced by Broker shall be the agreed upon contract rate of the parties for the services provided, unless such payment is objected to by Shipper within ten (10) days of the invoice date. Shipper agrees to pay Broker within fifteen (15) days of receiving the invoice. Interest will accrue after 30 days of an unpaid invoicing at a rate of (1.5%). Shipper shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges.

Broker shall defend, indemnify and hold harmless Shipper from any loss or damage, including loss, damage or injury to persons or property, that Shipper may incur as a direct result of Broker's negligent

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[MC1019675-B](#)
[USDOT 3244417](#)



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acts or omissions. However, it is understood and agreed that Broker assumes no liability for bodily injury, property damage or public liability arising out of the involved transportation. Shipper shall defend, indemnify and hold harmless Broker from any and all loss or damage, including loss, damage or injury to persons or property, that Broker may incur as a direct result of Shipper's negligent acts or omissions.

- **BROKERAGE IS NOT FINANCIALLY RESPONSIBLE FOR DETENTION COST**
 - Shipper is to pay set detention rate after 2 hours (as verified by consignee)
- **BROKERAGE IS NOT FINANCIALLY RESPONSIBLE FOR TANU RATES**
 - Shipper is responsible for TANU rates at the rate as follows:
 - 1-50 miles -\$100
 - 51-100 miles \$150
 - 101-above miles \$250
- **DRY RUNS fees are subject to review**
- **Lumper and Tarping fees are to be covered by the shipper as negotiated in the load confirmation**
- **SHIPPER IS RESPONSIBLE FOR ANY ADDITIONAL ACCESORIALS NOT LIST AS WILL BE SPECIFIED/NEGOTIATED IN THE LOAD CONFIRMATION**



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Broker represents and warrants that it is an independent contractor under this Agreement and that its agents and/or employees are under Broker's exclusive management and control, and that Shipper neither exercises nor retains any control over Broker, its operations, agents or employees in any manner whatsoever.

Broker shall make reasonable efforts to place Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of Shipper. However, the parties understand and agree that Broker, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by Shipper.

In the event of a cargo loss, damage or shortage claim, Shipper agrees to notify Broker immediately by phone and to subsequently submit to Broker a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. Broker assumes no liability for cargo loss, damage, or shortage. However, Broker agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep Shipper advised of the status of all such claims. Upon request by Shipper, Broker shall assign its rights against the carrier to Shipper. Nothing herein shall be construed to restrict any right or cause of action Shipper may have against any carrier involved with the transportation of Shipper's shipment.

Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading acceptable to Shipper as the shipping document. In the event of a conflict between the bill of lading terms and this Agreement, this Agreement shall prevail. Upon request of Shipper, Broker shall require all carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

Broker agrees to notify Shipper of any accident or other event which prevents carrier from making a timely or safe delivery.

No party may assign this Agreement without the prior written consent of the other party. However, Broker may co-broker any shipments made on behalf of Shipper under this Agreement.

This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the California. All civil actions filed as a



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result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the California.

The language of this Agreement shall be construed according to its fair meaning and shall not be construed against the party or parties drafting it.

This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The PARTIES further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

WCDI Logistics Inc
Melba Calloway, Owner
Signature: _____
Date: ____ / ____ / _____

Company: _____
Name: _____
Title: _____
Signature: _____
Date: ____ / ____ / _____



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ATTENTION!!!

PLEASE UTILIZE THE FMCSA WEBSITE TO VERIFY WCDI ACTIVE BOND AND INDEMNIFICATION STATUS, FOR THEY NO LONGER PROVIDE PAPER DOCUMENTS AS ALL VERIFICATION CAN BE VERIFIED ONLINE AT:
https://li-public.fmcsa.dot.gov/LIVIEW/pkg_carrquery.prc_getdetail

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