



"Nothing beats our service and smiles !"

CLS Services, Inc.  
7395 Brecksville Rd., Independence, OH 44131  
phone: 216-524-7711 fax 216-524-3275

Attn: New Shipper

Please complete packet and return prior to booking the load.

For your convenience, listed below are the necessary papers  
to be faxed back.

1. Shippers Contract Shipper contract signed by an authorized person
2. Shipper Profile Page

Thank you for your business !!!



## SHIPPER / BROKER TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and intended to be effective this \_\_\_\_\_ day of \_\_\_\_\_  
by and between:

**CLS SERVICES, INC., Cleveland, OH (BROKER)**

and

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Location)

collectively, the PARTIES.

### RECITALS

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-630059, or by appropriate State agencies, 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. NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

### AGREEMENT

1. **TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **SERVICE. BROKER.** agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight.

3. **VOLUME.** A: SHIPPER agrees to tender a minimum of one (1) shipments per year to BROKER, and BROKER agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other brokers, or directly to motor carriers. BROKER is not restricted from arranging

transportation for other parties. B: SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment. 2004 National Industrial Transportation League & Transportation Intermediaries Association. All right reserved.

4. **FREIGHT CARRIAGE.** BROKER warrants that it has entered into, or will enter into bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:

A. Carrier shall agree to defend, indemnify and hold BROKER and SHIPPER harmless from all damages, claims and losses arising out of it's performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.

B. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability. For shipments outside of the United States the terms in Foreign Shipment Appendix D of this Agreement shall apply.

C. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability / Property Damage - \$1,000,000  
Auto Liability - \$1,000,000  
Cargo Liability - \$100,000  
Worker's Compensation - as required by law.

BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

D. Carrier shall agree that the provisions contained in 49 CFR 370. Shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

E. All payments for transport must be in the form of a money order, cashier's check or cash on delivery. The Customer (Owner or shipper) agrees that if the payment cannot be made by money order, cashier's check or cash the vehicle will be stored at Customer's expense. Should the customer, for any reason, be unable to accept delivery, the vehicle will be placed in storage. Any and all storage and/or delivery costs will be the responsibility of the customer.

F. Carrier shall agree that, at not time during the term of its contract with BROKER, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement.

G. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.

H. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

I. BROKER further warrants it will require proof of insurance and operating authority from each Carrier and, should BROKER utilize the services of any Carrier or other broker on SHIPPER's behalf, which Carrier and/or broker does not have proof of insurance and /or operating authority, BROKER agrees to indemnify and hold harmless SHIPPER from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims. 2004 National Industrial Transportation League & Transportation Intermediaries Association. All rights reserved.

5. **RECEIPTS AND BILLS OF LADING** This order is subject to all the terms and conditions of the carrier's straight bill of lading. Copies of the bill of lading are available at the office of the carrier and are incorporated herein.

6. **PAYMENTS. BROKER** shall invoice Shipper for its broker services in accordance with agreed rates. SHIPPER agrees to pay BROKER's invoice within 15 days of invoice date without deduction or setoff. All payments for transport must be in the form of a cashier's check or cash on delivery. The Customer (Owner or shipper) agrees that if the payment cannot be made by cashier's check, the vehicle will be stored at Customer's expense. Should the customer, for any reason, be unable to accept delivery, the vehicle will be placed in storage. Any and all storage and/or delivery costs will be the responsibility of the customer.

7. **CLAIMS** Should any damage occur due to negligence of the carrier, all compensation must be paid at the time of delivery. All damage must be properly noted in the bill of lading, and signed by the driver and the Customer, regardless of weather conditions or time of day. Signing the bill of lading without any notation of damage serves to verify that the Customer or his agent has received the vehicle in good condition, and that CLS Services, Inc and its agents are relieved of any further responsibility. The Customer or his agent must check the vehicle thoroughly upon delivery. Within 24 hours of delivery, CLS Services, Inc or its agents must be notified of any damage that may have occurred during transport. The Customer must submit directly to the carrier, in writing, a thorough description of the damage, along with clear pictures, and 2 estimates within 10 days of receipt of the vehicle in question, for any resolution of the problem to be initiated. CLS Services, Inc., in good faith, will assist the Customer in this effort should such a problem occur, but in no way will CLS Services, Inc assume responsibility for any negligence of the assigned carrier. If the value of the Customer's vehicle is higher than the market value, CLS Services, Inc recommends that the Customer purchase a special insurance rider.

8. **INSURANCE.** BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

A. Contingent Caro Insurance \$100,000

B. Errors and Omissions Insurance \$100,000 (for date on coverage see [www.tianet.org](http://www.tianet.org))  
BROKER shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

9. **SURETY BOND.** BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$10,000 and furnish SHIPPER with proof upon request.

10. **HAZARDOUS MATERIALS.** SHIPPER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR 172.800 and 173 to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of the SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and / or not yet invoiced to SHIPPER.

12. **INDEMNIFICATION.** Subject to the insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 12, those amounts shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

13. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

14. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in

full force and effect. The representatives and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

15. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission).

16. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

17. **CHOICE OF LAW and VENUE.** All questions concerning the construction, interpretation, validity and enforce ability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the Cuyahoga County, State of OHIO, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

18. **CONFIDENTIALITY.** BROKER shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents of existence of this Agreement except as necessary to conduct their its operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

19. **ENTIRE AGREEMENT.** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

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.

**BROKER — CLS Services, Inc.**

**SHIPPER**

\_\_\_\_\_  
Betty Nite

\_\_\_\_\_  
Signed by: \_\_\_\_\_

7395 Brecksville Road  
Independence, OH 44131  
216-524-7711

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



"Nothing beats our service and smiles !"

CLS Services, Inc.  
SHIPPER PROFILE FORM

Shipper Name: \_\_\_\_\_ Shipper #: \_\_\_\_\_  
Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fax#: \_\_\_\_\_

Physical Address:

Mailing Address:





U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
February 25, 2008

**LICENSE**  
**MC-630059-B**  
CLS SERVICES, INC  
INDEPENDENCE, OH

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief  
Information Systems Division

BPO

**FMCSA Motor Carrier**

USDOT Number:

Docket Number: **MC630059**Legal Name: **CLS SERVICES, INC**

DBA (Doing-Business-As) Name

**Addresses**Business Address: **7395 BRECKSVILLE RD  
INDEPENDENCE, OH 44131**Business Phone: **(216) 524-7711** Business Fax:

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: **NO****Authorities:**Common Authority: **NONE**Contract Authority: **NONE**Broker Authority: **NONE**Property: **YES**Private: **NO**Application Pending: **NO**Application Pending: **NO**Application Pending: **YES**Passenger: **NO**Enterprise: **NO**Household Goods: **NO****Insurance Requirements:**

BIPD Exempt: <b>NO</b>	BIPD Waiver: <b>NO</b>	BIPD Required: <b>\$0</b>	BIPD on File: <b>\$0</b>
Cargo Exempt: <b>NO</b>		Cargo Required: <b>NO</b>	Cargo on File: <b>NO</b>
BOC-3: <b>YES</b>		Bond Required: <b>YES</b>	Bond on File: <b>YES</b>

Blanket Company: **INTERSTATE AUTHORITY LLC****Comments:****Active/Pending Insurance:**

Form: <b>84</b>	Type: <b>SURETY</b>	Posted Date: <b>02/19/2008</b>
Policy/Surety Number: <b>1000776472</b>	Coverage From: <b>\$0</b>	To: <b>\$10,000*</b>
Effective Date: <b>02/20/2008</b>	Cancellation Date:	

Insurance Carrier: **AMERICAN CONTRACTORS INDEMNITY COMPANY**Attn: **CHERYL CHUDO**Address: **9841 AIRPORT BLVD., SUITE 900  
LOS ANGELES, CA 90045 US**Telephone: **(800) 486 - 6695** Fax: **(310) 649 - 0891****Note:**

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).  
The carrier may actually have higher levels of coverage.

Cheryl Chudo Active/Pending Insurance



Menu Choose Menu Option



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### Active/Pending Insurance

US DOT:		N/A		Docket Number:		MC630059		
Legal Name:		CLS SERVICES, INC						
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	AMERICAN CONTRACTORS INDEMNITY COMPANY	1000776472	02/19/2008	\$0	\$10,000*	02/20/2008	

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund). The carrier may actually have higher levels of coverage.

[Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Tuesday, February 19, 2008 at 17:01:45

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United States Department of Transportation - Federal Motor Carrier Safety Administration

Cheryl Chudo File Certificate - Certificate Confirmation



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File Certificate - Certificate Confirmation

Batch : WEB87652

Your certificate form has been successfully submitted. Please notice that filings will not be processed until the Batch (Process Filings) is submitted.

USDOT Number:		Docket Number:	MC630059
Legal Name:	CLS SERVICES, INC		
DBA Name:			
Business Address:	7395 BRECKSVILLE RD INDEPENDENCE OH 44131		
Common Authority:	N	Contract Authority:	N
		Broker Authority:	N

Filer No:	21292 00	Filer Name:	AMERICAN CONTRACTORS INDEMNITY COMPANY
Form:	Bond - 84	Effective Date:	02/20/2008
Surety/Trust Number:	1000776472		

- File Certificate(for Same Carrier)
- Cancel Certificate(for Same Carrier)
- View Filings Not Processed
- File Certificate(for New Carrier)
- Cancel Certificate(for New Carrier)
- Process Filings

Tuesday, February 19, 2008 at 17:01:25

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