



## **CARRIER SET-UP REQUIREMENTS**

**Welcome to H&M Bay. All potential carriers must submit the following information to be considered for loads:**

- 1. Certificate of Insurance with following limits:**
  - a. Cargo-\$100,000(see below for specific information on Cargo Insurance**
  - b. Auto or General Liability-\$1,000,000**
  - c. Worker's comp as required by the state in which the carrier is domiciled**
- 2. Federal Operating Authority**
- 3. W-9**

**In addition, the carrier must sign and return a copy of our Broker-Forwarder-Carrier agreement.**

**A Driver sheet must be filled out for each driver and returned, along with a copy of the driver's CDL, and the registration for the tractor and trailer.**

**Please include a cover sheet with a contact name and number.**

## **CARGO INSURANCE REQUIREMENTS**

- 1. Policy must be placed with an A-rated carrier.**
- 2. H&M Bay reserves the right not to accept any policies underwritten by Adriatic or Certain Underwriters of OOIDA.**
- 3. Policy must include mechanical breakdown of refrigeration unit (reefer breakdown)**
- 4. Shellfish may not be excluded from coverage, (FROZEN shrimp, lobster or crab) and cannot be limited in the event of theft.**
- 5. Policy must cover all equipment used by carrier.**
- 6. We will contact your insurance agent to verify the accuracy of the information**

**PLEASE BE ADVISED THAT H&M BAY WILL PHOTOGRAPH THE DRIVER, THE TRACTOR AND TRAILER AT OUR DOCK LOCATION.**

**Please fax or email all information to 410-770-3517/410-770-3412 or truckadmin@hmbayinc.net or insuranceadmin@hmbayinc.net**



### **FOOD SAFETY MODERNIZATION ACT (FSMA)**

H&M Bay Inc. (H&M) requires that all Carriers adhere to all provisions of the FDA Food Safety Modernization Act (FSMA) and the Sanitary Transportation Rule effective April 6, 2017. All carriers accepting loads from H&M must complete and return this form.

Under the terms of FSMA, carriers are responsible and required to do the following:

1. Supply trailers that are capable of maintaining temperatures necessary for safe transportation
2. Supply trailers that are clean of all debris, and odor-free
3. Train drivers in sanitary practices and retain records of such training for 12 months

H&M further requires the following:

1. That all units be properly pre-cooled as per dispatch instructions and/or as required by load documents
2. Carriers have the ability to monitor temperature of their load while in transit
3. Carrier agrees to run their units on Continuous, and to have the units serviced in accordance with manufacture's guideline

By signing this form, the carrier agrees that they are in compliance with 21 CFR pt 1.908, 1.910 and 1.912 and all other applicable FSMA regulations.

Carrier: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



SINCE 1982

DRIVER INFORMATION SHEET

Referring Trucking Company: \_\_\_\_\_

COMPANY INFORMATION

COMPANY NAME: \_\_\_\_\_ CODE: \_\_\_\_\_ SMARTWAY CARRIER: Y  N 
ADDRESS \_\_\_\_\_
STREET CITY ST ZIP
PHONE # \_\_\_\_\_ EMERGENCY PHONE # \_\_\_\_\_
FEDERAL ID# \_\_\_\_\_ FWHA OR DOT # \_\_\_\_\_
INSURANCE AGENT \_\_\_\_\_ PHONE # \_\_\_\_\_

DRIVER INFORMATION

NAME \_\_\_\_\_
ADDRESS \_\_\_\_\_
STREET
ADDRESS \_\_\_\_\_
CITY ST ZIP
PHONE # \_\_\_\_\_ CELL # \_\_\_\_\_ EMER # \_\_\_\_\_
DATE OF BIRTH \_\_\_\_\_ LICENSE # \_\_\_\_\_
STATE \_\_\_\_\_ EXP. DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
MO. DAY YEAR

TRACTOR INFORMATION

TAG # \_\_\_\_\_ EXPIRES \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ STATE \_\_\_\_\_ YEAR \_\_\_\_\_ ELD Y  N 
MO. DAY YEAR
MODEL \_\_\_\_\_ VIN # \_\_\_\_\_
NAME SHOWN ON TRUCK \_\_\_\_\_ COLOR \_\_\_\_\_
LOCATED ON (CHECK)  DOOR  FUEL TANK  SLEEPER  STEP  OTHER

TRAILER INFORMATION

TAG # \_\_\_\_\_ EXPIRES \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ STATE \_\_\_\_\_ YEAR \_\_\_\_\_
MO. DAY YEAR
CARB ID# \_\_\_\_\_
MODEL \_\_\_\_\_ VIN # \_\_\_\_\_
TRAILER LENGTH \_\_\_\_\_ SPREAD AXLE  OR CLOSED TANDEM 
REEFER MAKE \_\_\_\_\_ REEFER YEAR \_\_\_\_\_ SMART REEFER Y  N 
RETURN TO (FAX #) \_\_\_\_\_ DISPATCHER \_\_\_\_\_ EXT \_\_\_\_\_



**BROKER-FORWARDER-CARRIER AGREEMENT**

**11-21**

This Broker-Forwarder-Carrier Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ located at \_\_\_\_\_. (“the Carrier”) and H&M Bay Inc. headquartered at 1800 Industrial Drive, PO Box 280, Federalsburg MD 21632, US DOT # 389056 (“Intermediary”). For good and valuable consideration, the Carrier and Intermediary agree as stated below:

**GENERAL**

1. Carrier is a Registered Motor Carrier of Property operating under US DOT# \_\_\_\_\_. Carrier warrants that at time of signing, its DOT Rating was SATISFACTORY, CONDITIONAL OR UNRATED.
2. Carrier will notify Intermediary immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold or if there is a change in control of ownership, and/or any insurance required is threatened to be terminated, cancelled, suspended, or revoked; and/or the DOT rating is reclassified as UNSATISFACTORY.
3. Carrier agrees that Shipper’s insertion of Intermediary’s name as the carrier on a bill of lading shall be for the shipper’s convenience only, and shall not change Intermediary’s status as a Freight Forwarder or Broker nor Carrier’s status as Motor Carrier.
4. Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Intermediary. If Carrier breaches this provision, Intermediary shall have the right of paying monies it owes Carrier directly to delivering carrier, in lieu of payment to Carrier. Upon Intermediary’s payment to delivering carrier, Carrier shall not be released from any liability to Intermediary under this agreement.
5. All shipping documents will be picked up at origin and completed upon delivery. The Carrier shall provide all original (or scanned) Bills of Lading, delivery receipts, lumper receipts, donation receipts, (where Carrier has been directed to donate damaged product in lieu of cargo claim) and load manifests (“Shipping Documents), along with Carrier’s Freight bill to intermediary within ten (10) days of final delivery of loads. Carrier will not be paid for a shipment, except for advances authorized by the Intermediary until all Shipping Documents are returned completed and in a satisfactory manner to Intermediary.
6. Carrier shall be responsible for securing and paying for all licenses, permits, fees, charges, taxes, costs and expenses related to shipments and their transportation. Motor carrier must agree to provide services in compliance with all applicable federal, provincial, state and local statutes, ordinances, rules, and regulations, including, but not limited to those pertaining to the proper qualification, screening, and licensing of drivers; hours of service; maintenance and safe operation of equipment; security; owner-operator leases; loading and securement of freight; controlled substance and alcohol use testing.
7. Carrier agrees to indemnify, defend and hold harmless Intermediary, its heirs and assigns, agents, employees and Intermediary’s Customers and their heirs, assigns, agents and employees against all loss, cost, damages or liability of any kind or nature whatsoever, including reasonable attorney’s fees, arising from or growing out of Carrier’s services to Intermediary under this Agreement.

**TRANSPORTATION**

1. Carrier shall ensure that each shipment is properly loaded, and that product temperature is maintained throughout transportation, in accordance to Intermediary’s written instruction. Carrier’s acceptance of shipment or its signature on The Bill of Lading or Load Manifest signifies that the documents are correct and that the shipment is in apparent good order.
2. Carrier shall not co-mingle commodities with any hazardous materials, poison or garbage and agrees not to supply trailers that have been used to transport hazardous materials, poisons or garbage.
3. Carrier agrees to supply trailers that are free of holes, protruding metal and able to properly maintain desired temperatures. Trailers will be kept clean and odor-free. Intermediary reserves the right to demand the trailer be cleaned prior to loading. All expense for cleaning will be the responsibility of the Carrier.
4. All rates and charges for traffic moved under this Agreement shall be agreed upon between the parties on a shipment-by-shipment basis. Upon request, a written rate confirmation will be supplied to the Carrier for each load.

Initials: \_\_\_\_\_



5. All shipments made under this Agreement shall be transported under the Carrier's Federal Operating Authority.
6. Each party hereto agrees that it will be acting as an independent contractor, and that nothing contained herein shall be deemed to give rise to an employer/employee relationship with the other party. Each party understand and agrees it will not be entitled to participate in or to receive any benefit or right under any of the other party's employee benefit or welfare plans, including, without limitation insurance, pension savings and stock bonus plans.
7. It is further agreed that no driver or person employed by or contracted for, in connection with the transportation of shipments under this Agreement is an employee or agent for the Intermediary. All such persons are subject solely to the direction control and supervision of the Carrier.
8. The Carrier agrees that no driver it furnishes to Intermediary to move freight for or on behalf of Intermediary, shall have been convicted of a felony or misdemeanor for the past five (5) years.
9. The Carrier agrees that the driver is an authorized representative of the Carrier, and is therefore allowed to accept advances in behalf of the Carrier. If this practice is forbidden, the Carrier must notify the Intermediary in writing.
10. The Carrier or his agent certifies that any transportation refrigeration unit (TRU) furnished will be in compliance with the in-use requirement of the California Air Resource Board (CARB) and agrees to hold the Intermediary harmless in the event CARB imposes a fine on the Carrier for operating a non-compliant vehicle or TRU.
11. By signing this agreement, the carrier warrants that all drivers supplied to H&M Bay have been trained in accordance with the FDA Sanitary Transportation of Human and Animal Food Rule, and that records of training are retained on file by the carrier.
12. Carrier acknowledges that Intermediary may use a supply chain visibility tool to monitor customer shipments via a cellphone application, and agrees to accept and install such tool upon request.

#### **CARGO CLAIMS AND INSURANCE**

1. Carrier's liability for any cargo damage, loss or theft for any cause shall be determined under 49 U.S.C. §14796, the Carmack Amendment.
2. Carriers shall comply with 49 C.F.R §370.1 et seq and any amendments and/or any other application regulations adopted by FMCSA, US DOT or any applicable state regulatory agency for processing all loss and damage claims, as well as salvage.
3. Upon receipt of Bills of Lading or Proofs of Delivery that indicated loss or damage, the Intermediary will conduct a prompt investigation with the shipper and determine the actual measure of damage. The Intermediary will offset that amount from the final settlement of the load, and use those monies to pay the lawful owner of the goods when presented with a valid, written cargo claim. If the lawful owner has not presented a claim within nine (9) months of the date of delivery, Intermediary will return the monies to the carrier. Carrier may request a copy of the paid formal claim from the lawful owner. In the event of a large dollar claim, the Intermediary, at its discretion, may offer the Carrier an interest-free repayment plan as a means of reimbursement. In addition, the Carrier will be responsible for any advances, or other expenses incurred by Intermediary on Carrier's behalf.
4. Carrier agrees to allow Intermediary to dispose of salvage on their behalf and agrees to surrender any rejected shipments to a location specified by Intermediary.
5. Carrier will furnish Intermediary with current Accord Certificate of Insurance and agrees that Intermediary may contact Carrier's Insurance Agent to verify that insurance is current and meets Intermediary's unique needs.
  - a. The minimum limits of the Carrier's Cargo policy, with no exclusions, except as agreed by Intermediary, will be One Hundred Thousand (\$100,000) dollars per shipment vehicle operated to compensate Intermediary and its customers for any and all theft, loss, or loss for delay or damage to property transported by Carrier. The Intermediary agrees to accept the limit of the policy as the Carrier's maximum liability.
  - b. The minimum limits for Public liability and property is One Millions (\$1,000,000) dollars.
  - c. The Intermediary will only accept insurance from underwriters that are A M Best rated A or better.
  - d. The Intermediary reserves the right not to accept a carrier's underwriter without prejudice.
6. The Carrier accept exclusive responsibilities to assure that adequate Worker's Compensation coverage is in place for such employees and other persons as required by law.

Initials: \_\_\_\_\_



### **TERM AND CONFIDENTIALITY**

1. The term of this Agreement shall begin on the first date written above and continue for a period of one (1) year. Thereafter, the Agreement shall automatically renew for successive one (1) year periods unless earlier terminated. Each party hereto has the right to unilaterally terminate this Agreement with ten (10) days written notice.
2. If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any of the remaining portion.
3. In addition to Confidential Information protected by law, statutory or otherwise, the parties agree that all their financial information and that of their customers, including, but not limited to freight and brokerage rates, amount received for brokerage services, amount of freight charges collected, freight volume requirements, load sheet manifests, as well as personal customer information, customer shipping or other logistic requirements shared or learned between the Parties and their customers shall be treated as Confidential and shall not be disclosed or issued for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages may be inadequate and that the Parties shall be entitled, in addition to any other remedy that they may have, to an injunction restraining the violating party from further violation of this Agreement in which case, the nonprevailing Party shall be liable for all costs and expenses incurred, including, but not limited to reasonable attorney fees.
4. The parties off this Agreement are authorized to fax each other at numbers shown herein, (or otherwise modified in writing time to time), shipments availabilities, equipment, and rate promotions or any advisements of new services.
5. This Agreement shall constitute the entire agreement between the parties on the subject covered by the Agreement and shall be construed in accordance with the laws of the State of Maryland without giving effect to its conflict of law provisions. Both parties consent to being sued in state or federal court in Maryland to enforce any provisions of this Agreement, including its freight loss and damage provisions and payment terms.
6. The Intermediary shall be the exclusive point of contact with the Intermediary's customers and is the sole party in each contract of carriage between the parties to invoice and collect from Intermediary's customers all applicable freight charges due on loads moved by the Carrier on behalf of the Intermediary's customer. Payment to the Intermediary by the Customer will relieve such Customer of any liability to Carrier for non-payment of freight charges.
7. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments from a period of one (1) year following the termination of this Agreement for any reason, from any shipper, consignor, or consignee, or other customer of Intermediary, which such shipments of shipper customer were first tendered to the Carrier by Intermediary. In the event of breach of this provision, Intermediary shall be entitled, for a period of one (1) year following delivery of the last shipment transported by Carrier under this Agreement to a commission of Twenty-five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Intermediary may seek injunctive relief and in the event it is successful, Carrier will be liable for all costs and expenses incurred by Intermediary, including, but not limited to, reasonable attorney's fees.

Initials: \_\_\_\_\_



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IN WITNESS WHEREOF, we have signed this Agreement, the date and year shown above.

(INTERMEDIARY)  
Company Name

(CARRIER)  
Company Name

H&M BAY INC

\_\_\_\_\_



\_\_\_\_\_

Authorized Signature

Authorized Signature

Walter P. Messick III

\_\_\_\_\_

Printed Name

Printed Name

Chief Operations Officer

\_\_\_\_\_

Title

Title

PO Box 280, Federalsburg MD 21632

\_\_\_\_\_

Company Address

Company Address

800 932 7521

\_\_\_\_\_

Phone

Phone

410 943 1203

\_\_\_\_\_

Fax

Fax

[truckadmin@hmbayinc.net](mailto:truckadmin@hmbayinc.net)

\_\_\_\_\_

Email

Email

