



AUTO HAULER BROKER-CARRIER AGREEMENT

This Auto Hauler Broker-Carrier Agreement ("Agreement") is submitted electronically on the date of submission by and between the Auto Hauler Carrier identified in this Agreement ("Carrier") and Unique Giant Logistics, LLC ("Broker").

IMPORTANT APPROVAL NOTICE

Submission of this Agreement does not constitute automatic approval or acceptance by Unique Giant Logistics, LLC. After all required carrier information, operating authority, insurance information, supporting documents, and this signed Agreement have been received and reviewed, the Carrier will receive an official approval email from Unique Giant Logistics, LLC. This Agreement becomes effective only upon written approval by Unique Giant Logistics, LLC.

BROKER

Unique Giant Logistics, LLC

Phone: (877) 209-9990

Email: uniquegiant@uniquegiantlgs.org

Website: <https://uniquegiantlgs.org/>

CARRIER (AUTO HAULER)

Legal Name *

DBA (if any)

MC # *

DOT # *

Address *

Phone *

Email *

Broker and Carrier may be referred to individually as a "Party" and collectively as the "Parties."

1. LEGAL STATUS & CONTRACT CARRIAGE

1.1 Authority. Carrier represents and warrants that it is duly authorized and registered with the FMCSA as a for-hire motor carrier of property and maintains active operating authority at all times during this Agreement.

1.2 Broker Authority. Broker is a duly licensed property transportation broker pursuant to 49 U.S.C. §13904.



1. LEGAL STATUS & CONTRACT CARRIAGE (CONTINUED)

1.3 Contract Carriage. Transportation performed under this Agreement constitutes contract carriage pursuant to 49 U.S.C. §14101(b). The Parties waive rights under Subtitle IV, Part B of Title 49 to the extent permitted by law.

1.4 Independent Contractor. Carrier is an independent contractor and is not an employee, agent, partner, or joint venturer of Broker or any shipper.

2. SCOPE OF SERVICES (AUTO TRANSPORT)

2.1 Services. Carrier agrees to transport motor vehicles (including automobiles, SUVs, trucks, motorcycles, and specialty vehicles) tendered by Broker using Carrier's own equipment and authority.

2.2 No Double Brokering. Carrier shall not re-broker, co-broker, or subcontract any shipment without Broker's prior written approval. Any violation constitutes a material breach.

2.3 Equipment. Carrier shall use properly rated, roadworthy auto-hauling equipment (open or enclosed as specified) suitable for the vehicles tendered.

3. RATES, ACCESSORIALS & PAYMENT

3.1 Rates. Rates shall be agreed upon per shipment via written or electronic rate confirmation issued by Broker. Carrier waives any tariff or unpublished rate rights.

3.2 Payment Terms. Broker shall remit payment to Carrier within thirty (30) days of receipt of a complete and valid invoice with required documentation.

3.3 Accessorial Charges. Accessorials may include, but are not limited to: inoperable vehicle fees; oversized or modified vehicle fees; detention/waiting time; layover; storage; redelivery; and Truck Ordered Not Used (TONU). All accessorials must be pre-approved or documented.

4. VEHICLE CONDITION & INSPECTION

4.1 Inspection. Carrier shall inspect vehicles at pickup and delivery and note all visible damage on the Bill of Lading (BOL).

4.2 Pre-Existing Damage. Carrier shall not be liable for damage clearly documented at pickup.

4.3 Personal Property. Vehicles must be free of personal items. Carrier and Broker are not responsible for personal property left in vehicles.



5. INSURANCE REQUIREMENTS

Carrier shall maintain at minimum: **Auto Liability: \$1,000,000; Cargo (Auto Hauling): \$250,000 per occurrence;** and **Workers' Compensation: as required by law.** Certificates must name Unique Giant Logistics, LLC as Certificate Holder and provide 30 days' advance notice of cancellation.

6. CARGO LIABILITY & CLAIMS

6.1 Carrier Liability. Carrier shall be liable for loss or damage to vehicles pursuant to 49 U.S.C. §14706 (Carmack Amendment), subject to a maximum liability of \$100,000 per vehicle, unless a higher value is declared in writing.

6.2 Excluded Damage. Carrier shall not be liable for pre-existing damage, mechanical or electrical failure, road debris, convertible tops, antennas, or loose accessories.

6.3 Claims. Claims must be noted at delivery and filed in writing within 9 months of delivery.

7. SAFETY & COMPLIANCE

Carrier shall comply with all FMCSA, DOT, and applicable state regulations, including driver qualification, drug and alcohol testing, and hours-of-service rules.

8. INDEMNIFICATION

Carrier shall defend, indemnify, and hold harmless Broker and its customers from all claims, damages, losses, fines, penalties, and expenses (including attorney's fees) arising from Carrier's operations, negligence, or breach of this Agreement.

9. CONFIDENTIALITY & NON-SOLICITATION

Carrier shall not solicit or contract directly with any shipper or customer introduced by Broker during the term of this Agreement and for twenty-four (24) months thereafter. Violation shall result in liquidated damages of \$25,000 per occurrence.



10. TERM & TERMINATION

This Agreement shall remain in effect until terminated. Broker may terminate immediately for breach, safety concerns, insurance lapse, or regulatory non-compliance. Carrier remains liable for all obligations incurred prior to termination.

11. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of New York, with exclusive venue in New York courts.

12. ELECTRONIC SIGNATURES

Electronic acceptance and signatures shall be binding and enforceable.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

SUBMISSION ACKNOWLEDGMENT

Submitting or signing this Agreement does not guarantee freight availability, load assignments, payment volume, or acceptance as an approved Auto Hauler Carrier. Carrier approval remains subject to Unique Giant Logistics, LLC review and written approval.

BROKER AUTHORIZATION

Authorized Signature / Typed Name

Date

AUTO HAULER CARRIER AUTHORIZATION

Authorized Signature / Typed Name *

Date *



E. FOR UNIQUE GIANT LOGISTICS USE ONLY

This section is for internal review and approval by Unique Giant Logistics, LLC.

Carrier Status

Approved

Denied

Additional Review

Reviewed / Approved By

Review Date

Internal Notes

INTERNAL APPROVAL REMINDER

The Agreement becomes effective only upon written approval by Unique Giant Logistics, LLC. Internal approval should be documented above before the Auto Hauler Carrier is treated as approved or assigned freight.