

# COLLIER BROS BROKERAGE, LLC



**For Truckers. By Truckers.**



34 Petrin Heights Rd, Claremont NH 03743 | 603-505-8009 | [info@CollierBrosBrokerage.com](mailto:info@CollierBrosBrokerage.com)

Dear Prospective Carrier:

Thank you for your interest in becoming an approved carrier for Collier Bros Brokerage. The following items are required to complete the approval process. You will not receive a load confirmation and trucks will not be dispatched until the approval process has been completed.

Please e-mail the following items to [info@CollierBrosBrokerage.com](mailto:info@CollierBrosBrokerage.com) as soon as possible.

USE THE FOLLOWING CHECKLIST:

- ~Broker / Carrier Agreement – signed and dated by an officer or manager of the company.
- ~Operating Authority
- ~W-9 Form
- ~Payment agreement form – to ensure prompt payment of your invoices.
- ~Certificate of Insurance – Listing Collier Bros Brokerage, LLC as a certificate holder.

Minimum coverage requirements:

- ★ Workers Compensation – as required by law
- ★ Auto Liability - \$3,000,000
- ★ Cargo Liability - \$100,000

PLEASE E-MAIL ALL INVOICES, SIGNED BOL AND LOAD CONFIRMATIONS TO [INFO@COLLIERBROSBROKERAGE.COM](mailto:INFO@COLLIERBROSBROKERAGE.COM) TO BEGIN THE PAYMENT PROCESS. REFERENCE LOAD # ON EVERY DOCUMENT.

**We look forward to doing business with you and your company!**

# Carrier Profile Information

(If none - Leave blank)

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

DBA: \_\_\_\_\_

Federal ID (EIN) #: \_\_\_\_\_ SSN #: \_\_\_\_\_

Authority/MC #: \_\_\_\_\_ DOT#: \_\_\_\_\_ SCAC: \_\_\_\_\_

Email (Best Contact): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Remit Address (if different than above): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Dispatch Contact: \_\_\_\_\_

Dispatch Email: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Accounting Email: \_\_\_\_\_

# Broker / Carrier Agreement

This Broker / Carrier Agreement executed as of the date set forth below between Collier Bros Brokerage, LLC., a Limited Partnership (hereinafter "Collier Bros Brokerage" or "Broker") and \_\_\_\_\_, (hereinafter "Carrier").

Whereas, Collier Bros Brokerage, LLC is in the business of arranging for the transportation of freight shipments by its customers as a broker in interstate, intrastate and foreign commerce, and operates under a license from the Federal Motor Carrier Safety Administration; and

Whereas, "Carrier" is in the business of transporting freight shipments on behalf of Shippers and Brokers in interstate, intrastate and foreign commerce, and operates under a license from the Federal Motor Carrier Safety Administration;

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

## **OPERATING AUTHORITY**

CARRIER agrees to secure a Load Number from the BROKER'S representative as a security measure to confirm that the shipment will always be moved under CARRIER'S operating authority to be covered by CARRIER'S insurance. CARRIER agrees that all Bills of Lading will list CARRIER as the carrier. BROKER is not the CARRIER. If any terms inconsistent with this provision on a Bill of Lading cause BROKER to be exposed to any liabilities as a carrier, CARRIER agrees to hold BROKER harmless and indemnify BROKER for any claims and to pay all costs and attorney's fees resulting from or made because of noncompliance with this provision.

CARRIER agrees to represent BROKER as Collier Bros Brokerage when making freight delivery or pickups.

## **TERMS AND CONDITIONS FOR PAYMENT**

CARRIER agrees to make pickup and delivery of freight as specified in the Load Confirmation Sheet which BROKER forwards to CARRIER prior to loading. In the event, CARRIER is unable or unwilling to make the pickup and/or delivery at the times specified CARRIER shall immediately notify BROKER.

CARRIER agrees to submit all delivery documents directly to BROKER at [info@collierbrosbrokerage.com](mailto:info@collierbrosbrokerage.com) including signed Bill of Lading, delivery receipts and any requested weight tickets and/or permit receipts within seven (7) days of signed delivery. CARRIER agrees not to bill BROKER'S customers at any time. Hard copies to be sent only on request. CARRIER agrees to release BROKER'S customers from any obligation to pay freight charges.

BROKER agrees to pay CARRIER within thirty (30) days after receipt of signed original Bill of Lading, signed original delivery receipts, any requested weight tickets and/or permit receipts and CARRIER'S Invoice with Collier Bros Load Number.

BROKER agrees to pay CARRIER for any special requirements, including, but not limited to, over dimensional permits, escort services, delay time and tarping only when a written agreement for such charges have been made before loading and only when the BROKER'S customer has agreed to pay for these charges on behalf of BROKER.

The parties stipulate that the investigation and handling of claims is a vital part of the freight brokering business and therefore agree that a representative of Carrier shall notify Collier Bros immediately upon receipt of a claim.

**HOSTAGE LOADS:** For purposes of this agreement "hostage loads" is defined as the CARRIER is refusing to immediately release the shipper's freight upon demand or otherwise exerting unauthorized control over freight, refusal to deliver a load at the scheduled time and place of delivery, refusing to deliver, or failure to release or produce such freight. If the CARRIER does hold freight hostage, CARRIER agrees to pay Broker \$5000.00 for each day the freight is held. CARRIER agrees that such amount constitutes reasonable liquidated damages for damage to BROKER's reputation with the shipper and/or others. BROKER shall be entitled to all other available or alternative remedies at law or equity in the case of hostage loads.

UNDER NO CIRCUMSTANCES MAY CARRIER REFUSE TO DELIVER FREIGHT PENDING PAYMENT. NO POSSESSORY LIEN SHALL ARISE IN FAVOR OF CARRIER PURSUANT TO 49 U.S.C. SECTIONS 80109 AND 80110, AND CARRIER HEREBY DISCLAIMS THE RIGHT TO ANY SUCH STATUTORY OR COMMON LAW LIEN.

**LIABILITY AND INSURANCE.** As between CARRIER and BROKER, CARRIER hereby assumes all liability for loss or damage to shipments or claims of Shipper or Receiver for freight while in the CARRIER'S custody and control. CARRIER shall be an insurer as to the shipment for the benefit of the Shipper or Owner of the goods in shipment and under the custody and control of CARRIER

CARRIER at its sole expense agrees to ensure the cargo against loss or damage from all risks, including, but not limited to, the risks CARRIER assumed pursuant to this agreement.

CARRIER shall procure and maintain at all times legal liability cargo insurance on all shipments equal to the full value thereof, and in an amount acceptable to BROKER. CARRIER agrees to cause its cargo liability insurer to name BROKER as an additional insured with a waiver of any right of subrogation. CARRIER shall further maintain at all times, in amounts as required by the United States Department of Transportation or any state authority, property damage and public liability insurance on all vehicles and its operations in connection with performance under this Agreement. CARRIER shall furnish written evidence of all insurance coverage, and CARRIER shall name BROKER as an additional insured with a waiver of subrogation on all policies. Certificates of insurance must be on file with BROKER prior to CARRIER accepting any loads on behalf of BROKER.

**TERMINATION.** This agreement may be terminated by either party with thirty (30) days written notice. CARRIER agrees to complete delivery of any shipment started prior to the termination of this agreement.

**SOLICITATION.** CARRIER hereby understands that by signing this contract CARRIER agrees that no person affiliated with CARRIER will solicit any of BROKER'S customers in any way. CARRIER agrees not to interfere with BROKER'S contractual rights with the Shipper or Owner of goods and will not directly solicit or contract with the same during the term of this agreement and one year thereafter. In the event of any violation, BROKER may use reasonable means to ascertain compliance and CARRIER shall assist upon reasonable notice and request.

**Auto Insurance Liability.** CARRIER shall always maintain an auto insurance policy with a three million dollar liability clause. BROKER shall not be liable for death or personal injury.

Fill and Sign "Broker/Carrier Agreement" on page 6.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Carrier / Dispatcher

\_\_\_\_\_  
Signature of Officer/ Manager on behalf of Carrier (must be signed before processing)

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Patrick Collier*

Patrick Collier  
Collier Bros Brokerage  
Manager  
34 Petrin Heights Rd  
Claremont, NH 03743  
603-505-8009  
[info@CollierBrosBrokerage.com](mailto:info@CollierBrosBrokerage.com)

# Insurance Certificate Request

Insurance Company: \_\_\_\_\_

Insurance Contact Info: \_\_\_\_\_

**\*\*\* Please fill this out and send to your insurance agent immediately\*\*\***

Your Insurance Company's Name: \_\_\_\_\_

Your Insurance Company's Phone #: \_\_\_\_\_

Your Insurance Company's E-mail#: \_\_\_\_\_

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

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

City, State & Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Collier Bros Brokerage will need to be listed as a Certificate Holder.**

**Collier Bros Brokerage, LLC  
34 Petrin Heights Rd.  
Claremont, NH 03743  
(603) 505-8009**

# PAYMENT AGREEMENT

Collier Bros will issue payment following receipt of your invoice within 30 days (if no exception is noted on the proof of delivery).

Name of Carrier: \_\_\_\_\_ MC# \_\_\_\_\_

## Make Payable to:

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

Care of (if applicable): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Option 1: Free Quick Pay via Denim, a freight factoring company.

Option 2: Send check via USPS (\$50 processing fee)

Option 2: Direct Deposit (2% Fee) \*\*Initial setup of direct deposit may take 7-10 business days depending on your financial institution, then the 30 day processing time begins\*\*

### Quick Pay | Direct Deposit Setup (Please Attach a voided check if direct deposit)

Bank Account Number: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

**Please Fill & Sign this Agreement and return with Operating Authority, completed W-9, and Insurance Certificate to:**

Info@CollierBrosBrokerage.com



**State of New Hampshire**  
**Department of State**

CERTIFICATE OF EXISTENCE

OF

**COLLIER BROS BROKERAGE, LLC**

This is to certify that **COLLIER BROS BROKERAGE, LLC** is registered in this office as a **New Hampshire Limited Liability Company** to transact business in New Hampshire on 11/21/2022 11:14:20 AM.

Business ID: **916548**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of November A.D. 2022

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



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

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

**SERVICE DATE**  
December 21, 2022

**LICENSE**  
**MC-1497726-B**  
U.S. DOT No. 3991807  
COLLIER BROS BROKERAGE  
CLAREMONT, NH

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 black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief  
Office of Registration

BPO

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

<b>USER ID:</b>	NMATTINAUF
<b>TRANSMISSION NUMBER:</b>	WEB09777
<b>TRANSMITTED ON:</b>	12/09/2022 16:25:10
<b>COMPANY NAME:</b>	UNITED STATES FIRE INSURANCE CO.
<b>SUBMITTEND BY:</b>	UNITED STATES FIRE INSURANCE CO. (05230-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-1497726	BMC-84/SURETY	615119410	12/09/2022	ACCEPTED

Values in FMCSA Licensing & Insurance Database.

<b>Legal Name:</b>	COLLIER BROS BROKERAGE
<b>DBA Name:</b>	
<b>Address:</b>	34 PETRIN HEIGHTS RD
	CLAREMONT NH US 03743
	34 PETRIN HEIGHTS RD
	CLAREMONT NH US 03743-4316

91X Coverage(Type/Max/Underlying):

Total: 1