



## Highway Carrier Packet

Required documentation used for qualifying carriers for Pacer Transportation Solutions, Inc.

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Dear Carrier,

Thank you for your interest in becoming a qualified carrier for Pacer Transportation Solutions, Inc. Please complete and return the minimum requested information included in this packet as outlined below:

- **Operating Authority (i.e. MC Certificate w/Common, Contract, or Broker Authority, DOT State Authority)**

- **Certificate of Liability Insurance :**

*Cargo Liability:* Minimum of US \$100,000-**\$10,000 or less deductible.**

*Auto Liability:* Minimum of US \$1,000,000

*General Liability:* Minimum of US \$1,000,000-**Required if available..**

*Workers Compensation:* Minimum of US \$500,000, or statutory limits

*\*Pacer **must** be listed as additional certificate holder. Carrier should also obtain an endorsement to the liability policies naming Pacer as additional insured. A sample certificate outlining all our requirements and a sample additional insured endorsement has been included in this packet for your reference. Please feel free to refer to it when contacting your insurance provider.*

*\* If carrier has Scheduled Auto Liability, the insurance provider should include a schedule of VIN's for all units covered.*

*\*All insurance companies must have an AM BEST rating of **A VII** or better.*

- **Completed and signed W-9/W-8 with a valid Federal ID/EIN#**
- **Highway Transportation Contract signed, initialed, and dated by a representative with a management title or above.**
- **Carrier Profile Form**

It is the goal of Pacer to achieve first time compliance on all our requirements. Therefore, contract packets that are received missing any of the above information will result in delayed processing. If you have any questions, please contact the Highway Carrier Development Team at the number below.

To view available loads, please visit [www.pacer.com](http://www.pacer.com).

Kind Regards,

Carrier Compliance  
Pacer Transportation Solutions, Inc.  
6805 Perimeter Drive  
Dublin, OH 43016  
PHONE: 800.837.7584  
FAX: 614.717-4108  
E-mail: [hwycarriers@pacer.com](mailto:hwycarriers@pacer.com)

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# Carrier Profile Form

General	Carrier Legal Name: _____ SCAC: _____
	DBA Name: _____
	Physical Address: _____
	City, State & Zip _____
	Phone Number: _____ Fax Number: _____

Operations	Contact Name: _____
	Email: _____
	Can we email load offers? (Y/N) _____
	Phone Number: _____ Fax: _____
After Hours Phone Number: _____	

Remittance	Do you factor your Invoices? (Y/N) <i>If so, indicate Factor Company Name below:</i> _____
	<i>(Please provide a Letter of Assignment for our files. Failure to do so will result in delayed payment)</i>
	Remit Street Address: _____ <i>(Enter Factoring Company address if applicable)</i>
	City, State, Zip: _____
	Remit Contact: _____
	Email: _____
	Phone Number: _____ Fax: _____
Paperwork-Request-Contact: _____	
Email : _____	
Phone Number: _____ Fax: _____	

Equipment/Service Areas	<b>Equipment:</b> <i>Indicate the quantity of each of the following:</i>									
	Tractors _____	Teams _____	53' Dry Van _____	53' Reefer _____						
	48' Dry Van _____	48' Reefer _____	Flatbed _____	RGN Flat _____						
	Step Deck _____	Double Drop Flatbed _____	Pad Wrap _____	Straps _____						
	Tri-Axle Vans _____	Vented Van _____	Heated Van _____	Garment Trailer _____						
	Drop deck/ Super Van _____	Walking Floor _____	Open Top _____	Straight Truck _____						
	Cargo Van _____	Tanker _____	Hopper _____	Dump _____						

<b>Service Area:</b> <i>Check the areas that are applicable</i>															
AK	<input type="checkbox"/>	DE	<input type="checkbox"/>	KS	<input type="checkbox"/>	MO	<input type="checkbox"/>	NM	<input type="checkbox"/>	SC	<input type="checkbox"/>	WI	<input type="checkbox"/>	NS	<input type="checkbox"/>
AL	<input type="checkbox"/>	FL	<input type="checkbox"/>	KY	<input type="checkbox"/>	MS	<input type="checkbox"/>	NV	<input type="checkbox"/>	SD	<input type="checkbox"/>	WV	<input type="checkbox"/>	NT	<input type="checkbox"/>
AR	<input type="checkbox"/>	GA	<input type="checkbox"/>	LA	<input type="checkbox"/>	MT	<input type="checkbox"/>	NY	<input type="checkbox"/>	TN	<input type="checkbox"/>	WY	<input type="checkbox"/>	ON	<input type="checkbox"/>
AZ	<input type="checkbox"/>	HI	<input type="checkbox"/>	MA	<input type="checkbox"/>	NC	<input type="checkbox"/>	OH	<input type="checkbox"/>	TX	<input type="checkbox"/>	AB	<input type="checkbox"/>	PE	<input type="checkbox"/>
CA	<input type="checkbox"/>	IA	<input type="checkbox"/>	MD	<input type="checkbox"/>	ND	<input type="checkbox"/>	OK	<input type="checkbox"/>	UT	<input type="checkbox"/>	BC	<input type="checkbox"/>	QC	<input type="checkbox"/>
CO	<input type="checkbox"/>	ID	<input type="checkbox"/>	ME	<input type="checkbox"/>	NE	<input type="checkbox"/>	OR	<input type="checkbox"/>	VA	<input type="checkbox"/>	MB	<input type="checkbox"/>	SK	<input type="checkbox"/>
CT	<input type="checkbox"/>	IL	<input type="checkbox"/>	MI	<input type="checkbox"/>	NH	<input type="checkbox"/>	PA	<input type="checkbox"/>	VT	<input type="checkbox"/>	NB	<input type="checkbox"/>	YT	<input type="checkbox"/>
DC	<input type="checkbox"/>	IN	<input type="checkbox"/>	MN	<input type="checkbox"/>	NJ	<input type="checkbox"/>	RI	<input type="checkbox"/>	WA	<input type="checkbox"/>	NF	<input type="checkbox"/>	MX	<input type="checkbox"/>

Preferred Lanes: _____
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**PACER TRANSPORTATION SOLUTIONS, INC.**  
**HIGHWAY MOTOR TRANSPORTATION CONTRACT**

**THIS HIGHWAY MOTOR TRANSPORTATION CONTRACT** (this “Contract”), dated as of the date on the signature page, is between **PACER TRANSPORTATION SOLUTIONS, INC.**, an Ohio corporation (“Pacer”), and the undersigned motor carrier (“Carrier”).

Pacer is a freight broker which arranges for motor carriers to provide cargo transportation for its customers. Pacer and Carrier wish for this Contract to govern Carrier’s performance of motor transportation services for Pacer.

**ACCORDINGLY**, in consideration of the mutual agreements in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pacer and Carrier agree as follows:

1. **Commencement, Duration and Cancellation of Contract.** This Contract begins on the signature page date and continues until canceled by either party on 30 days written notice or terminated under Section 11.

2. **Scope of Contract.** This Contract will govern all shipments transported by Carrier at the request of Pacer during this Contract’s term. The term “Customers” in this Contract means shippers with whom Pacer has a direct relationship as well as consignors, consignees, beneficial owners, 3PLs and others with an interest in the cargo but with whom Pacer may not have a direct relationship. This relationship is not exclusive: Pacer may enter into similar contracts with other carriers and Carrier may enter into similar contracts with other freight brokers. From time to time, Pacer and Carrier may amend this Contract to add certain appendices setting forth operational requirements, linehaul rates, accessorial charges, fuel surcharges and other special provisions for a particular Customer, in which case the terms of the specific appendix that differ from the rest of this Contract will govern all shipments for the Customer named in the applicable appendix.

3. **Carrier’s Obligations.**

(a) **Services.** As and when notified by Pacer, Carrier shall pick-up, transport and deliver loaded or empty trailers or containers and provide related transportation services to or from Pacer’s Customers or their consignor(s) or consignee(s) or other locations (the “Transportation Services”).

(b) **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal or state operating authorities, will comply with all applicable insurance requirements, and will maintain at all times a satisfactory safety fitness rating from Department of Transportation (“DOT”) or any state agency issuing safety fitness ratings. If Carrier’s safety rating changes at any time during this Contract’s term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Pacer immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law in this Contract.

(c) **Subcontractors.** Carrier will engage, employ and/or contract with those drivers, lumpers, mechanics, other direct employees, independent owner operators, contractors, agents and other persons or entities (each a “Carrier Representative”) as necessary to perform the Transportation Services. Carrier is responsible for the acts and omissions of any Carrier Representative. Carrier will be responsible for paying the Carrier Representatives for services or materials and for withholding or paying any taxes or other amounts from their compensation.

(d) **Independent Contractor.** Carrier will perform its Transportation Services for Pacer and its Customers as an independent contractor and will not for any purpose be the agent of Pacer or Pacer’s Customers. Carrier will not contract or take other action in Pacer’s name without Pacer’s prior written consent.

(e) **Pacer as Billing Party.** Carrier will bill Pacer for all Transportation Services and Carrier will look exclusively to Pacer for payment for Transportation Services, unless otherwise agreed by the parties in writing. Carrier will not invoice or take other action against any Customer for any charges without Pacer’s prior written consent. Carrier assigns automatically to Pacer all rights to collect freight charges from the Customer.

(f) **Time of the Essence.** Carrier understands that TIME IS OF THE ESSENCE in the pickup, transportation and delivery of individual shipments and agrees that it will provide transportation with reasonable dispatch and use all reasonable efforts and due diligence to meet all prearranged pickup and delivery times and will communicate any inability to meet such times as stated in Appendix A. Carrier will pay or reimburse Pacer for actual costs (but not consequential or indirect damages unless otherwise stated in the load tender notification that Carrier accepts by providing the transportation requested in such notification) resulting from any delay in transportation of a shipment, including storage expenses, alternative transportation costs and equipment use charges.

(g) **Carrier Remains Responsible for Subbrokered Shipments or Substituted Services.** Carrier may not interchange shipment to a rail carrier, may not permit the shipment to be transported intermodally or otherwise use “substituted services.” If Carrier sub-brokers a shipment to another carrier or transportation broker or uses substituted services, such as intermodal transportation, (i) Carrier shall be fully liable for any and all cargo loss, damage or delay, and all Losses (as defined below) arising out of such transportation services, and any and all other obligations hereunder to the same extent that Carrier would be liable if it performed the transportation and related services itself; and (ii) Pacer reserves the right to pay for the transportation

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directly to the sub-brokered transportation provider instead of paying Carrier. Pacer's payment of the sub-brokered transportation provider shall not release Carrier from any liability to Pacer or Customer under this Agreement.

(h) **Licensing, Driver Qualifications and Equipment Inspection and Maintenance.** If Carrier provides Transportation Services for cargo that is defined as hazardous material under DOT regulations, Carrier will maintain hazardous certification for all drivers who provide Transportation Services for such hazardous cargo. If Carrier provides Transportation Services for in bond shipments under this Contract, Carrier will maintain its qualification to handle in bond shipments and will inform the Pacer claims department of Carrier's in bond status and its in bond number. Carrier will refuse to provide Transportation Services to any cargo (such as hazardous or in bond shipments) that Carrier is not properly licensed, qualified or certified to transport and will promptly inform Pacer of its refusal. By accepting a shipment, Carrier warrants that is licensed, qualified and certified to transport the shipment and, if the shipment is hazardous, that it has the insurance required by 49 C.F.R. 387.7 and 387.9 (or successor regulations thereto) to transport such hazardous commodity tendered for transportation.

If Carrier provides Transportation Services for cargo that is identified as food products, Carrier will verify that the equipment is suitable for the transportation of food products for human or animal consumption and will comply with all applicable laws and regulations, including record keeping requirements, for food transporters.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Pacer with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe and lawful operating condition at all times. Carrier will use reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition and will immediately (no later than 60 minutes) inform Pacer of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier may be liable for damage or loss to cargo transported in such equipment.

4. **Bills of Lading and Shipping Instructions.** Pacer will request Transportation Services from Carrier by issuing electronic or written shipping instructions. These instructions will identify hazardous materials, oversize, overweight, high value (in excess of US\$250,000) or other special attributes of the shipment. All shipping documents issued by Carrier will be subject to the terms of this Contract. Since the parties wish for this Contract to govern, any bill of lading provided to or issued by Carrier will be considered only evidence of the shipment's receipt by Carrier and not a contract of carriage between Carrier, Pacer and/or its Customers. Any misidentification of Pacer as the "carrier" on any bill of lading or other documents will not in any way modify the relationship between Pacer and Carrier hereunder or Pacer's role as a transportation broker. No limitation on Carrier's liability or any other provision in any tariff, rules circular, bill of lading or other similar document will be given any effect. To the extent permitted under Title 49 U.S.C. 14101(b)(1), the parties expressly waive rights or remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent inconsistent with any provisions hereof.

5. **Rates; Changes to Rates; Invoice and Payment Procedure.** The procedures for determining and applying Carrier's rates and charges, including accessorial charges and any limitations, for Carrier's Transportation Services are set forth in Appendix A and any applicable Customer-specific Appendix. No other rates and charges apply. Balance due invoices from Carrier, charge-backs and set-offs from Pacer and other invoice-related claims will be handled as set forth in Appendix A.

6. **Cargo Loss and/or Damage.** Carrier will have the exclusive care, custody and control of cargo from the time it is turned over to any Carrier Representative until it is delivered to the consignee. Carrier will assume the burdens of proof and liability to Pacer and its Customers as provided by 49 U.S.C. § 14706 and applicable common law, up to a maximum cargo liability of US\$250,000 per trailer or container unless a higher limit has been agreed to in advance of shipment. If a shipment is refused by the consignee or if Carrier is unable to deliver it for any reason, then Carrier's liability shall not be that of a warehousemen unless and until Carrier has placed the cargo in Carrier's terminal or storage yard or in a public warehouse or other storage facility under adequate and reasonable security and three business days have elapsed since such placement and since Carrier has given Pacer written notice of the cargo and the fact that it is being warehoused. Carrier will not salvage or dispose of damaged or rejected cargo without Pacer's prior written consent. Carrier will promptly acknowledge and effectively handle, process, and resolve all cargo claims as soon as practicable and in accordance with 49 C.F.R. 370. Pacer or any affected Customer will have the right to (a) file a claim for cargo loss or damage with Carrier within 9 months of the delivery date, or if not delivered, a reasonable time for delivery and (b) bring a lawsuit against Carrier within two years and 30 days from the date of Carrier's written disallowance of the cargo claim. Each BOL or other shipping document for a shipment originating in Canada shall be deemed to have declared, on the face of the BOL or document, the following statement: "A written agreement exists which alters the terms and conditions of this document." Each BOL or other shipping document for a shipment transported under this Contract shall be deemed to have declared, on the face of the BOL or document, the full value of the cargo, which deemed declaration shall be subject to any limitation(s) of liability set forth in this Contract or in a Customer specific appendix to this Contract.

## **7. Carrier's Insurance.**

(a) **Insurance Requirements.** During this Contract's term, Carrier will have and maintain, at its expense, (i) cargo insurance with limits of not less than US\$100,000 per shipment with a deductible no greater than US\$10,000 per shipment while in course of transit and at least the same coverage limit per shipment while in storage or at a storage facility enroute to the consignee, (ii) commercial automobile liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) unless waived by Pacer, commercial general liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) worker's compensation insurance in the amounts required by statute, and employer's liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R. § 387.7 and 387.9 (or successor regulations thereto). Such insurance shall be effected by valid and enforceable policies issued by reputable and financially responsible insurance companies, with in the case of automobile and general liability, a Best rating of A- or better and a financial size category of VIII or greater or other rating approved by Pacer in writing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation.

(b) **Additional Insurance Requirements.** During this Contract's term, the insurance policies required under subsection (a) above and any replacement policies will (i) insure the interests of Pacer and, in the case of the commercial general and automobile liability policies, name Pacer (using its full corporate name of Pacer Transportation Solutions, Inc.) as an "additional insured," (ii) require that the underwriters provide 30 days prior notice to Pacer of any cancellation or material alteration, (iii) contain waivers by the insurers of all rights of subrogation against Pacer and its Customers and waivers of all rights of set-off, counterclaim, or other deductions whether by attachment or otherwise, which they may have against Pacer and its Customers, (iv) cover all drivers, equipment and cargo used in providing Transportation Services and (v) not contain an exclusion for unattended equipment or cargo, for fraud or infidelity or for a particular radius of operation. Carrier agrees to provide Pacer at least 30 days prior written notice of any cancellation or material alteration of such policies. Before Carrier first provides any Transportation Services and annually thereafter, Carrier will provide Pacer with insurance certificates of an independent insurance broker evidencing that Carrier's current insurance complies with this Contract. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority.

(c) **No Modification of Carrier Liability.** Nothing in this Contract or in the conduct of the parties, including but not limited to the fact that Pacer requires or does not require, or Carrier fails to maintain certain classes or types of insurance, or Pacer fails to object to any lack of or deficiencies in the coverage or the certificate therefor, shall be construed as a waiver of Pacer's right to indemnification or insurance hereunder, bar any claim by Pacer for indemnity or modify Carrier's obligation to secure the coverage required under this Contract or applicable law. The purchase of insurance coverage by Carrier and the naming of Pacer or any Customer as an "additional insured" do not modify Carrier's obligations under this Contract nor establish a limitation of Carrier's liability nor satisfy Carrier's indemnification or other obligations to Pacer under this Contract. The insurance required under this Section 7 is independent from all other obligations of Carrier under this Contract, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of this Contract and regardless of the enforceability of any other provision in this Contract.

**8. Indemnification.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS PACER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY SHALL NOT EXTEND TO THE EXTENT OF LOSSES FINALLY DETERMINED JUDICIALLY OR THROUGH ARBITRATION, OR AGREED BY THE INDEMNIFIED PARTY, TO HAVE RESULTED FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF PACER, ITS AFFILIATES OR ITS CUSTOMER BUT THE OBLIGATION TO DEFEND SHALL SO EXTEND AND SHALL NOT BE AFFECTED BY ANY ACTUAL OR ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF PACER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO PACER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSABLE. "Losses" mean any and all losses, liabilities, obligations, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

9. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Pacer, its Customers or any cargo or equipment, for failure of Pacer, the Customer or any other third party to pay Carrier for charges due to Carrier.

10. **Force Majeure.** If either party is precluded from complying with any provision of this Contract by events beyond such party's reasonable control, including fire, strikes, acts of God, war, riots, terrorism, or acts of governmental authority, such compliance will be excused to the extent necessitated by such causes; provided the party claiming force majeure (a) promptly (within 5 days) notifies the other party of the event, (b) takes all reasonable steps to reduce the event's impact and to perform the Services to the extent practicable and (c) immediately resumes performance when the event ends.

11. **Default and Termination.** Either party may terminate this Contract if the other party materially defaults in performing this Contract and does not cure such default within 10 days after receipt of notice of the default from the nondefaulting party. All rights and remedies accruing before termination will survive this Contract's termination. In addition, the obligations and rights of the parties under Sections 6, 8, 9, 11, 12, 13, 14 and 15 (and any other provision which by its nature should survive termination) will survive any termination of this Contract.

12. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Pacer and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Pacer's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Pacer of such requirements before disclosure.

13. **Nonsolicitation of Customers.** During this Contract's term and for 9 months after its termination, Carrier will not and will cause the Carrier Representatives not to directly or indirectly solicit or provide transportation services to any Customer without Pacer's prior written consent if (a) that Customer first became known to Carrier as a result of Pacer's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Pacer's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Pacer. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Pacer as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

14. **Notices.** All notices or other communications hereunder must be in writing sent to the address on the signature page and will be considered (a) sufficient if delivered in any of the following means and (b) to have been received (i) if sent by personal delivery, on the date of such delivery, (ii) if delivered by facsimile, e-mail or EDI transmission (for those notice that the parties have agreed to transmit by EDI), on the transmission date (or if not sent on a business day, on the next business day), (c) if delivered by reputable overnight courier, on the business day following dispatch, and (d) if mailed first class, postage prepaid, on the third business day after mailing.

15. **Miscellaneous.**

(a) **Entire Contract; No Waiver; Severability; Interpretation.** This Contract, together with all appendices attached hereto from time to time, which hereby are incorporated by reference into and made a part hereof, constitutes the entire agreement between Pacer and Carrier with respect to the subject matter hereof and supersedes all prior oral or written understandings; provided, however, if Pacer and Carrier have signed a separate motor carrier agreement under which Carrier provides drayage services for intermodal shipments, such other agreement shall apply to any drayage transportation services provided by Carrier. If there is a conflict between provisions of this portion of the Contract and any appendix, the terms of this portion of the Contract will take precedence. No waiver, amendment or modification of any provisions of this Contract, other than amendments to Appendix A which may be amended by Pacer from time to time upon 30 days notice to Carrier, will be binding unless signed by both parties. Any party's failure to enforce strictly any provision of this Contract will not be construed as a waiver or as excusing the other party from future performance. If any provision of this Contract is held to be unenforceable for any reason, that provision will be ineffective, without invalidating the remaining provisions of this Contract. The use in this Contract of the word "including" means "including, without limitation." The headings in this Contract are for reference only and will not govern or affect the interpretation of this Contract. The language used in this Contract has been chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. All rights and remedies hereunder are cumulative. This Contract may be executed in counterparts, and each such counterpart will be deemed to be an original instrument. This Contract will be effective when signed by a party and delivered (by facsimile, e-mail or other means) to the other party and will be binding on and enforceable against each party's successors and assigns. The parties intend to create legally binding obligations by transmitting electronic documents, which will be considered "in writing" and to have been "signed" if they contain a valid user ID, and agree not to contest, in any judicial or other dispute resolution forum involving the parties, the admissibility, validity, or enforceability of any document because of the fact that such document was originated, transmitted, stored, or handled in electronic form. Carrier may not assign its rights or obligations under this Contract without Pacer's prior written consent. Pacer may assign any or all of its rights or obligations under this Contract at any time by

providing written notice to Carriers. Pacer's Customers are intended third party beneficiaries of this Contract and will have direct recourse against Carrier for cargo loss or damage and indemnification.

(b) Governing Law; Consent to Jurisdiction; Etc. The parties acknowledge that federal law will govern the cargo liability of motor carriers operating in interstate commerce. This Contract will be construed, to the extent not preempted by applicable federal law, under the laws of the State of Ohio, without giving effect to any choice or conflict of law rules. Pacer and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in Franklin County, Ohio in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification under Section 8 may be effected in the courts where third party claims are filed.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Highway Motor Transportation Contract as of the date set forth below.

PACER TRANSPORTATION SOLUTIONS, INC

By: \_\_\_\_\_

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

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

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

Address: 6805 Perimeter Drive  
Dublin, Ohio 43016

State of Incorporation: Ohio

Telephone: 614-923-1400

Facsimile No.: (614) 717-4108

E-Mail Address [hwycarriers@pacer.com](mailto:hwycarriers@pacer.com)

\_\_\_\_\_  
(Enter Company name)

Motor Carrier No.: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

State of Incorporation: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**APPENDIX A  
TO  
MOTOR TRANSPORTATION CONTRACT**

**1. Defined Terms**

Capitalized terms used in this Appendix A will have the meaning given such terms in the Highway Motor Transportation Contract of which this Appendix A is a part.

**2. Documentation Upon Pick-Up and Delivery; Loading**

At the time of each pick-up of cargo, Carrier will cause its Carrier Representative to (a) obtain and verify that the bill of lading or other documentation and the trailer or container provided at point of origin are consistent with the shipping instructions provided by Pacer and with the shipment presented, (b) verify that the seal is unbroken and match the physical seal number on the equipment with seal number on the bill of lading or other shipment documentation or if there is no seal, apply a seal if so instructed by Pacer, and (c) perform any Transportation Services noted in the documentation, including carrier count services, carrier loading and/or blocking or bracing services. If Pacer has arranged for Carrier to provide carrier count services, Carrier will be responsible for properly and accurately counting the cargo and for any discrepancy between the cargo count at origin and the count at destination where the seal is intact at destination. If Pacer has arranged for Carrier to provide carrier load and/or blocking and bracing services, Carrier will be responsible for causing all equipment used for Transportation Services to be properly loaded and/or blocked and braced appropriately in accordance with industry standards for the intended mode of transportation. Unless the shipment is tendered on a "shipper load and count basis", Carrier will cause its Carrier Representative to inspect the cargo and its loading, blocking and bracing to insure that the cargo can be safely transported without damage. Unless the Carrier Representative or other person notes that the shipment is tendered on a "shipper load and count" basis on the bill of lading, the shipment will be deemed to have been tendered on a carrier load and count basis. Carrier shall comply, and shall cause each Carrier Representative to comply, with all safety and security rules, requirements and procedures of each consignor and consignee while on its premises.

At the time of each delivery of cargo, Carrier will cause its Carrier Representative to obtain an acknowledgement of delivery by causing a representative of the consignee to sign and date the bill of lading or other delivery receipt and to verify that the seal number noted on the bill of lading matches the seal number affixed to the equipment delivered to that consignee. Seal numbers shall be noted on all delivery receipts to shippers for all shipments received, and on all proofs of delivery signed by consignees for shipments delivered.

Upon Pacer's request, Carrier will promptly provide Pacer with any bills of lading, proofs of delivery, freight bills and other shipping documents. Carrier will retain copies of all bills of lading, PODs, freight bills and other shipping documents as required by 49 C.F.R. § 379.

**3. Contact Information/Communication Requirements**

Carrier will provide a 24 hour, 7 days per week contact phone number(s) and will have its personnel continuously monitor and respond promptly (no later than one hour) to Pacer's communications during all such hours. Carrier will maintain an internet connection at all offices where Pacer requires the ability to communicate with Carrier through the internet and will promptly respond to Pacer's internet communications and inquiries.

Carrier will provide timely notification to Pacer of the following events and will include the following information:

<b>Event</b>	<b>Information Needed</b>
When the truck is empty and headed to pick up the Pacer load	Tractor #, trailer #, city, state, time dispatched
When the truck arrives at the shipper (consignor)	Arrival time
When the truck is loaded, has the bill of lading and is ready to leave the shipper (consignor)	Bill of Lading # weight, pieces and estimated time of arrival at destination
When the truck arrives at the receiver (consignee)	In time at destination
If the shipment is going to accrue driver detention charges (for loading or unloading)	½ hour in advance, notice of when charges will begin to accrue
When delays or other discrepancies (see definition below) are noted	No later than 60 minutes after discrepancy, information about the delay or other discrepancy and any change in the estimated delivery time
Transit times in excess of 24 hours – Call daily	Shipment location and status
Weekend loads/transits	Updates on shipment status, dispatch or driver number in case important information is needed or the load parameters change

Carrier will cause Carrier Representatives to communicate any discrepancy to Carrier immediately (no later than 60 minutes) after the discrepancy is noted and will communicate these discrepancies to Pacer immediately (no later than 60 minutes) after the discrepancy is reported by the Carrier Representative. Discrepancies include (a) any inconsistency between the shipping instructions from Pacer and the bill of lading or other documentation provided at the point of origin, (b) a change in pick up or delivery time or address, including but not limited to any expected or actual inability to meet the scheduled pick up or delivery appointment time; (c) an actual or suspected shortage, overage or damage of cargo; (d) a stolen load; (e) a hazardous load that was not dispatched as a hazardous load; (f) an accident while en-route with a load; (g) any actual or suspected damage to equipment; (h) any actual or suspected breach of the seal on any trailer or container; and (i) any spill, release, discharge, contamination or similar environmental accident involving cargo, equipment, terminals, facilities or other property and occurring in connection with Carrier's Transportation Services.

Carrier will also notify Pacer immediately (no later than 60 minutes) by telephone, facsimile or by e-mail followed by written confirmation (within 4 hours) of any refused or "on-hand" cargo and request additional instructions regarding delivery or storage of "on-hand" cargo.

Carrier will not accept instructions for diversion or reconsignment from any consignee without notice to Pacer and Pacer's confirmation of the diversion or reconsignment.

#### 4. Rates, Fuel Surcharge and Accessorial Charges

The following provisions will not apply to any Customer for which the parties have entered into a Customer specific appendix that address linehaul rates or different methodologies for establishing rates, fuel surcharge or accessorial charges. Under those circumstances, the methodology for such Customer shall be as specified in such Customer specific appendix.

Linehaul rates, fuel surcharge and accessorial charges between a particular origin and destination may vary for different Customers. Carrier and Pacer will mutually agree on any changes. The rates, fuel surcharge and accessorial charges set forth in any accepted load tender notification will apply to the load described in the load tender notification.

If Carrier receives a load tender notification with an incorrect rate, fuel surcharge or accessorial charges, Carrier will notify the Pacer pricing department and the dispatch office before providing the transportation service. By handling the load, Carrier will be considered to have accepted the rates, accessorial charges and the fuel surcharge as stated on the load tender notification.

Verbal rates are required to be confirmed in writing such as through Carrier's acceptance of Pacer's load tender notifications or through a facsimile sent by Carrier confirming the verbal rate. In some cases, Carrier may be required to countersign the load tender notification to confirm the rate.

Rates may have an "open" expiration date. Carrier is responsible for requesting rate changes from Pacer at least 30 days in advance of the date that the proposed effective date of the rate change, which effective date will not occur before any applicable expiration date. Pacer will confirm the rate change to Carrier within 14 days of its receipt of the rate change request from Carrier.

To the extent that any rate listing, fuel surcharge, accessorial charges, rules or other document provided by Carrier to Pacer is inconsistent with the Contract or this appendix, the terms of this Contract and this appendix in such order will prevail.

The fuel surcharge will be adjusted each week on Tuesday based on the DOE National Average for that Monday and applied to shipments that are picked up on Tuesday through the following Monday. Carrier will invoice all fuel surcharges on the original invoice as a separate line item.

Carrier will sign the accessorial schedules and return them to Pacer. Carrier will be bound by the accessorial charges regardless of whether Carrier signs the accessorial charge schedules and returns it to Pacer.

Carrier will follow the Pacer accessorial process on all accessorial charges for which Carrier intends to charge Pacer. **Carrier understands and agrees that Pacer will not be required to pay for accessorial charges if Carrier fails to comply with any of these procedures.** Pacer may modify this accessorial process from time to time. The current accessorial process requires compliance with all of the following:

1. Carrier will notify Pacer verbally at its appropriate dispatch office at the time (no later than 48 hours after) any accessorial charge other than storage and equipment per diem starts. Carrier will notify Pacer verbally at its appropriate dispatch office on the same day that any storage or equipment per diem begins to accrue.
2. Carrier must deliver to Pacer an invoice for the accessorial charges within 30 days of the last chargeable day of the accessorial. The invoice must include all documentation to support the accessorial charge, including in/out times and signatures of the Customer or consignee where applicable. The accessorial invoice must be included as a separate line item on the same invoice as the transportation charges for the shipment on which the accessorial charge accrued. Each accessorial charge must match exactly the information received on the original load tender and/or subsequently approved charges.

**Carrier's failure to comply with any one of the foregoing procedures will result in Pacer's non-payment of such accessorial charges. To the greatest extent permitted by law, Carrier waives and releases any right or claim for payment of accessorial charges not submitted in accordance with the foregoing procedures.**

#### 5. Invoicing Procedures

Unless otherwise agreed to in a written agreement signed by Pacer and Carrier (such as a Customer-specific appendix), Carrier will invoice Pacer no later than 30 days from the date that the shipment was delivered, and the invoice must include all applicable support

documentation required by the Customer. Pacer and Carrier may establish procedures for the invoicing and payment of charges of Carrier and/or Pacer via electronic means. Carrier may use any web-based invoicing system adopted by Pacer from time to time and if it uses such system, will comply with applicable procedures for that system. All Carrier invoices, whether in electronic format or hard copy, must include appropriate and legible documentation of the Transportation Service performed.

Carrier acknowledges and agrees that, in light of the time and expense required to review and reconcile late invoices and the difficulty of verifying stale documentation, it will not submit invoices for transportation services more than 45 days after the delivery date and that such invoices will be invalid and expressly waives any right to or claim for payment for such transportation charges.

Pacer will pay Carrier's invoice within 30 days following Pacer's receipt of the invoice if the invoice amounts match amounts shown to be due under Pacer billing and other systems and all requirements stated above are met. Pacer and Carrier may agree to discounts for early payment by executing Pacer's Quick Pay Program agreement, which is attached as Appendix B. Carrier may not assess any service charge or interest penalty against Pacer unless Pacer has failed to pay any undisputed and fully documented invoice within 45 days of the payment due date and Carrier provides additional specific written notice to Pacer that it intends to commence accruing interest on such undisputed and fully documented invoice balance. Such service charge or interest penalty may not exceed 1% per month, simple interest. Carrier must commence an action for the recovery of charges relating to any shipment subject to this Contract within 12 months of the date of delivery of the shipment.

If Pacer receives an invoice for an amount greater than the amount that Pacer's billing systems show to be due under this Contract, Pacer will pay only the amounts that the Pacer systems show are due. Carrier will be responsible for submitting invoice clearly marked "balance due" with a copy of the load tender, accessorial acknowledgement or documentation to support the unpaid balance due amount. Carrier (a) acknowledges and agrees that, in light of the time and expense required to review and reconcile balance due invoices and the difficulty of verifying stale documentation, invoices for "balance due" submitted more than 45 days after Pacer shortpays the original invoice or otherwise notifies Carrier of the declination will be declined and the balance due amount will be considered invalid and (b) expressly waives, any right to or claim for payment of late "balance due" invoices.

**6. Charge-backs and Set-offs**

Pacer may invoice Carrier for any charge backs and other amounts due under Appendix A using its standard invoicing procedures. Charge-backs for which Carrier is responsible include (a) overcharges; (b) cargo claims for delay, damage, injury or loss of cargo for which Carrier is liable under this Contract; (c) misdelivered loads due to miscommunication or lack of communication from or other fault of Carrier or Carrier Representatives; (d) failure to meet an appointment due to Carrier's negligence or other fault when the missed appointment results in a charge back from Customer, storage expenses, alternative transportation costs or equipment charges; and (e) storage charges incurred due to Carrier missing an appointment time as a result of Carrier's negligence or fault. Carrier will pay any amounts due to Pacer within 30 days following receipt of the invoice describing the charges. If Carrier fails to make timely payment of an undisputed chargeback or to dispute the chargeback in writing with reasonable support for the dispute within such 30 day period and Pacer provides Carrier with specific notice of its intent to deduct the undisputed chargeback, Pacer may deduct from amounts due from Pacer to Carrier any accrued but unpaid charged-back items and other amounts due from Carrier.

**7. Security Procedures**

To facilitate the timely delivery of shipments, Carrier may from time to time, either at Pacer's request or for Carrier's convenience, store the shipment overnight or for longer periods. Any such storage must be provided at a secure facility. During such time, Carrier shall remain liable for the cargo and equipment as a common carrier as provided herein. Carrier must verify before it places a shipment in such a facility that, unless otherwise approved by Pacer, such facility has 24 hour/7 day a week security, video surveillance, fencing at least six feet high, strict control over entering and exiting the facility and other reasonable security precautions. If the facility does not meet these requirements, then Carrier will not store the load at such facility and will promptly notify Pacer for further direction.

Pacer may from time to time at the request or direction of Customers establish security procedures for property transported under this Contract and notify Carrier of such procedures. Carrier will use reasonable efforts to comply with any such security procedures. Carrier will allow Pacer or its Customers to audit and inspect, during normal working hours, Carrier's facilities, records, warehouses, and equipment to verify that the security procedures have been implemented and followed.

PACER TRANSPORTATION SOLUTIONS, INC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CARRIER:

\_\_\_\_\_  
(Enter Company name)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX B  
TO  
MOTOR TRANSPORTATION CONTRACT**

**Pacer Transportation Solutions Quick Pay Program**

Pacer Transportation Solutions, Inc. ("Pacer") offers a Quick Pay Program. Please sign below if you are interested in the quick pay program and fax to: **(614) 717-4108 ATTN: Carrier Compliance & Development.**

By signing below, Carrier agrees that Pacer may pay Carrier invoice within ten days of receipt of invoice and deduct two percent off Carrier's total invoice amount. Quick Pay terms are based upon received date of invoice and all required, legible backup paperwork at the following address: Pacer Transportation Solutions, Inc., Fast Pay Program, Box 8105- Department E, Dublin, OH 43016. Invoices that fall into any of the following categories are not eligible for the quick pay program and are subject to payment on Pacer standard net 30 day terms:

1. Invoices that do not arrive with legible required paperwork.
2. Invoices for shipments with missing load information where Carrier has failed to respond timely to requests from Pacer Operations to provide missing load information. Examples of missing information include (but are not limited to) BOLs, BOL numbers, weight information, number of packages, etc.
3. Invoices that are not sent to the following address: Pacer Transportation Solutions, Inc., Fast Pay Program, Box 8105, Department E, Dublin, OH 43016.

Unless otherwise expressly agreed in writing signed by Carrier and Pacer, Pacer is not responsible for paying Carrier's invoices to anyone other than directly to Carrier, and if Carrier assigns its right to be paid to any third party (such as a factor), Carrier will indemnify, defend and hold Pacer harmless from and against claims by third parties relating to Carrier's participation in Pacer's quick pay program, Carrier's execution of this appendix or the payment of invoices directly to Carrier.

Either party may discontinue this arrangement at any time by providing notification in writing. By signing below, Carrier is certifying to Pacer that (1) the execution, delivery and performance of this appendix will not violate or result in a breach of any agreement, obligation or charter document binding on Carrier; (2) Carrier has all necessary power and authority to enter into this quick pay program agreement; and (3) the undersigned is an officer of Carrier named below and is authorized to sign this appendix on Carrier's behalf.

**If Carrier factors or otherwise finances its receivables, Carrier is advised to verify whether participation in Pacer's quick pay program is permitted under Carrier's factoring or financing agreement and to advise its lender of its execution of this appendix.**

**CARRIER:** \_\_\_\_\_

By: \_\_\_\_\_

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

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

*HM - 1*

**[FOR CARRIERS PROVIDING TRANSPORTATION OF HAZMAT ONLY]**

**CERTIFICATE OF COMPLIANCE**

**HM-232 - Security Requirements for Offerors and Transporters of Hazardous Materials**

The undersigned (“Carrier”), a motor carrier providing transportation and related services of hazardous materials to Pacer Global Logistics, Inc. (“Pacer”), an intermodal marketing company and freight broker, and Pacer’s customers, verifies to Pacer that Carrier has and will continue to comply with all federal, state and/or local laws and regulations applicable to its operations, including but not limited to those governing transportation of hazardous materials. Specifically, Carrier certifies that it has complied with all applicable requirements of Docket No. RSPA-02-12064 (HM-232) of the Department of Transportation Hazardous Materials Regulations (HMR), including the following:

1. Carrier has adopted a written in-depth security plan to address personnel security, unauthorized access and en route security of hazardous materials;
2. Carrier operates in compliance with that security plan;
3. Carrier has provided in-depth security training to each of its hazmat employees regarding the security plan, including Carrier’s security objectives, specific security procedures, employee responsibilities, actions to take in the event of a security breach and organizational security structure;
4. Carrier will provide recurrent general security awareness training to all hazmat employees as required by law regarding security issues associated with hazardous materials transportation, possible methods to enhance transportation security and methods to recognize and respond to possible security threats;
5. Carrier will refuse to provide Transportation Services to any commodity that Carrier is not properly licensed, qualified or certified to transport and will inform Pacer of its refusal. By accepting a shipment, Carrier warrants that it is licensed, qualified, and certified to transport the shipment and has the insurance required by 49 CFR 387.7 and 387.9 (or successor regulations thereto) to transport such commodity.

**Carrier understands that Pacer and its customers will rely on the representations set forth in this certificate in dispatching shipments containing hazardous materials to Carrier.**

Name of Carrier: \_\_\_\_\_

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

By: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

(Signature)

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

Telephone: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Month/Date/Year

<b>PRODUCER</b> Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #  *No exclusions for unscheduled or unattended equipment or radius of operations. Must include all drivers and equipment.	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ _____	Enter Policy #  *No exclusions for unscheduled or unattended equipment or radius of operations. Must include all drivers and equipment	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
A	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	<input checked="" type="checkbox"/>	<b>OTHER</b> <b>BROAD FORM MOTOR TRUCK CARGO LIABILITY</b>	Enter Policy #	Enter Effective Date	Enter Expiration Date		\$250,000 per truck load  \$10,000 or less deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 ATTN: INSURANCE PROVIDER: PLEASE LIST ALL COMMODITY EXCLUSIONS ON THE CARGO POLICY IN THIS SECTIONS.  
 PLEASE INCLUDE A SCHEDULE OF ALL UNITS COVERED UNDER THE SCHEDULED AUTO LIABILITY IF APPLICABLE.

<b>CERTIFICATE HOLDER</b> PACER TRANSPORTATION SOLUTIONS, INC 6805 PERIMETER DRIVE - DUBLIN, OH 43016 FAX (614) 717-4108  AT THIS TIME WE DO NOT WISH TO BE ADDED TO YOUR AUTO RENEWAL PROGRAM.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

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## ADDITIONAL INSURED ENDORSEMENT

PLEASE READ IT CAREFULLY.

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART, COMMERCIAL AUTO COVERAGE PART

<b>Named Insured</b>	<b>Endorsement effective</b>	<b>Number</b>
<b>Company Insured</b>	<b>Countersigned by</b>	

**Agency Name**

**Policy Expiration Date**

**Name of Additional Insured:**

**Pacer Transportation Solutions, Inc  
P.O. Box 3096  
Dublin OH 43016 – 0047**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule.

**GENERAL LIABILITY**

This policy pertains to the Additional Insured as respects liability for services performed by the Named Insured. No restrictions apply to this insurance as respects radius of operations in the policy territory. This insurance is primary and without right of contribution from any and all insurance carried by the Additional Insured. Any cancellation or material change of this insurance will not be effective as to the Additional Insured for 30 days after the issuance of a written notice of such cancellation or material alteration.

**AUTOMOBILE LIABILITY**

This policy pertains to the Additional Insured as respects liability for shipments transported by the Named Insured. No restrictions apply to this insurance as respects radius of operations in the policy territory. This insurance pertains to all drivers & motor vehicles used in providing transportation services by the Named Insured and is primary and without right of contribution from any and all insurance carried by the Additional Insured. Any cancellation or material change of this insurance will not be effective as to the Additional Insured for 30 days after the issuance of a written notice of such cancellation or material alteration.

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Please Fax this Form to (614)717-4108