



Talon Logistics, LLC  
Logistics@talonlogistics.com  
Broker-Carrier Contract Cover Page

Dear Valued Carrier,

Please see the following pages for our broker-carrier contract, blank W-9, Carrier profile, and copies of our authority and surety bond.

Prior to any load pick-up information being provided by Talon Logistics, LLC, the following documents must be received:

- Legible copy of your contract authority.
- Certificates of your cargo and liability insurance with Talon logistics, LLC,
- As certificate holder in the amount of a \$100,000 cargo minimum and \$1,000,000 liability minimum.
- Signed copy of your W-9
- Completed Carrier Profile
- Signed Broker Agreement

All documents can be returned via e-mail with attached PDF file to [Logistics@talonlogistics.com](mailto:Logistics@talonlogistics.com) or via fax to 812-944-7105

Loads scheduled with Talon Logistics, LLC will be accompanied by a signed rate Confirmation showing agreed rate, all pick-up or delivery locations, and any information required for pick-up.

Payment of freight charges will be made within 30 days of Talon Logistics, LLC Receiving your invoice accompanied by original BOL signed by consignee. Please Refer to Pro Number provided on the signed rate confirmation.

All invoices are to be billed to:

Talon Logistics, LLC  
Attn: Accounts Payable  
P.O. Box 2124 Jeffersonville, IN 47131

[freightinvoices@talonlogistics.com](mailto:freightinvoices@talonlogistics.com)

812-285-0566 x 4

2325 Green Valley Road  
New Albany, IN 47150  
800-803-7230/ 866-232-6499  
[www.talonlogistics.com](http://www.talonlogistics.com)



**Talon Logistics, LLC**  
**Logistics@talonlogistics.com**  
**Broker Profile**

**Physical Address: 2325 Green Valley Rd**  
**New Albany, In 47150**

**Mailing Address: P.O. Box 2124**  
**Jeffersonville, In 47131**

**E-mail Address: Logistics @ talonlogistics.com**

**Phone Number: 812-285-0566**

**Toll Free Number: 866-232-6499**

**Fax Number: 812-944-7105**

**Federal ID: 27-0030214**

**MC Number: 440662**

**SCAC Code: TALN**

**Corporate Office**  
**2325 Green Valley Road**  
**New Albany, IN 47150**  
**800-803-7230/ 866-232-6499**  
**www.talonlogistics.com**



[Logistics@talonlogistics.com](mailto:Logistics@talonlogistics.com)

This Agreement is made and entered into on \_\_\_\_\_, 2023, by and between Talon Logistics, LLC ("BROKER") and \_\_\_\_\_ ("CARRIER").

**TERM.** The term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year period; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

1. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein. CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. CARRIER shall endeavor to maintain a satisfactory safety rating, but under no circumstance will carrier provide services if their safety rating falls to unsatisfactory.
2. **SPECIFIED SERVICES.** CARRIER's services under this agreement are specifically designed to meet the distinct needs of the BROKER under the specified rates and conditions set forth herein.
4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by BROKER's customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any shipment made hereunder. Such receipt shall be prima facie evidence of receipt of such shipment in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify the BROKER immediately of any exception made on the bill of lading, manifest or the receipt.
5. **CARRIER'S OPERATIONS AND EMPLOYEES.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the service

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hereunder as an independent contractor. CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party. If Carrier breaches this provision, they will be liable for consequential damages for violation of this clause of the agreement in addition to the indemnity obligation reflected in this agreement.

**If perishables are brokered a perishables/reefer clause is required for coverage:**

\*\*\*Please include the below clause in your preferred section if you require coverage for perishables/reefer

**Carrier Moving Perishables:** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

6. **INDEMNITY.** CARRIER shall defend, indemnify and hold harmless BROKER from and against all loss, damage, expense, cost including reasonable attorney fees, fines actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER's failure to comply with the terms of this Agreement or CARRIER's loading, handling, transporting, unloading or delivery of any shipments made hereunder.
  
7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier, with a rating of no less than B+ insuring CARRIER for the following: Commercial Automobile liability insurance in an amount not less than \$1,000,000 per occurrence. Commercial General liability insurance with a combined single limit of no less than \$1,000,000 per occurrence. Motor Truck Cargo insurance with limits for the full value of the cargo under carriage, subject to a minimum of \$100,000 per occurrence, in addition to any other insurance that may be required by applicable law (i.e. workman's comp). CARRIER will cause BROKER to be named as an additional insured on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date and specifying that written notice of cancellation per modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification request, CARRIER shall provide BROKER with copies of applicable insurance policies.

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8. **FREIGHT LOSS, DAMAGE OR DELAY.** BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, written twelve (12) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. '370 etseq. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments being transported by CARRIER under this agreement. In addition, however, CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim.
9. **WAIVER OR CARRIER'S LIEN.** CARRIER shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.
10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation service performed under this Agreement, the rates and charges as shown on the Schedule of Rates attached as Appendix A and any written supplements or revisions thereto signed and agreed to by CARRIER and BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by the BROKER and collected by the CARRIER shall be the agreed upon contract rate. In no event shall the BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or BROKER's customers. BROKER may deduct from any payment any amount CARRIER is indebted to BROKER, including freight loss, damage and delay claims.
11. **CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS.** CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement per the twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from

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traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

- 12. ASSIGNMENT/MODIFICATION BENEFIT OF AGREEMENT. This agreement may not be assigned or transferred in whole in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.
- 13. SEVERABILITY In the event that the operation of any portion of the Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions for the Agreement shall continue in full force and effort.

14. WAIVER. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any BROKER's rights or privileges herein.

IN "WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written

Talon Logistics LLC.

BROKER

CARRIER

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

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U S Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20390

SERVICE DATE  
December 13, 2002

LICENSE  
MC-440662-B  
TALON LOGISTICS LLC  
NEW ALBANY, IN

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

Terry Shelton, Director  
Office of Data Analysis & Information Systems

BPO

# FMCSA Motor Carrier

USDOT Number: 2229771  
Docket Number: MC440662  
Legal Name: TALON LOGISTICS, LLC  
DBA (Doing-Business-As) Name



## Addresses

Business Address: 2325 GREEN VALLEY RD  
NEW ALBANY, IN 47150  
Business Phone: (812) 285-0219 Business Fax: Fax: (812) 944-5135  
Mail Address: PO BOX 2124  
JEFFERSONVILLE, IN 47131  
Mail Phone: (812) 285-0219 Mail Fax: Undeliverable Mail: NO

## Authorities:

Common Authority: NONE Application Pending: NO  
Contract Authority: NONE Application Pending: NO  
Broker Authority: ACTIVE Application Pending: NO  
Property: YES Passenger: NO Household Goods: NO  
Private: NO Enterprise: NO

## Insurance Requirements:

BIPD Exempt: NO BIPD Waiver: NO BIPD Required: \$0 BIPD on File: \$0  
Cargo Exempt: NO Cargo Required: NO Cargo on File: NO  
BOC-3: YES Bond Required: YES Bond on File: YES  
Blanket Company: EVILSIZOR PROCESS SERVERS LLC

## Comments:

## Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date	10/09/2013
Policy/Surety Number: 5444301	Coverage From:	\$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:		

Insurance Carrier: GREAT AMERICAN INSURANCE CO.  
Attn: GREAT AMERICAN INSURANCE COMPANY  
Address: 301 EAST FOURTH STREET  
CINCINNATI, OH 45202 US  
Telephone: (800) 858 - 8335 Fax (513) 287 - 8230

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.



# FMCSA Motor Carrier

USDOT Number: 2229771  
Docket Number: MC440662  
Legal Name: TALON LOGISTICS, LLC  
DBA (Doing-Business-As) Name



## Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Rejected:			
Received:					
Rejected Reason:					

## Insurance History:

Form: 84	Type: SURETY	Coverage From:	\$0	To:	\$10,000 *
Policy/Surety Number: NONE		To: 10/01/2013		Disposition: Replaced	
Effective Date From: 11/21/2002					

Insurance Carrier: GREAT AMERICAN INSURANCE CO.  
Attn: GREAT AMERICAN INSURANCE COMPANY  
Address: 301 EAST FOURTH STREET  
CINCINNATI, OH 45202 US  
Telephone: (800) 858 - 8335 Fax: (513) 287 - 8230

Form: 84	Type: SURETY	Coverage From:	\$0	To:	\$10,000 *
Policy/Surety Number: FS544 43 01		To: 11/21/2002		Disposition: Replaced	
Effective Date From: 11/21/2002					

Insurance Carrier: GREAT AMERICAN INSURANCE COMPANY OF NEW YORK  
Attn: GREAT AMERICAN INS. CO.  
Address: 301 EAST FOURTH STREET  
CINCINNATI, OH 45202 US  
Telephone: (513) 369 - 5013 Fax: (513) 369 - 3655

Form: 84	Type: SURETY	Coverage From:	\$0	To:	\$75,000 *
Policy/Surety Number: 5444301		To: 10/01/2013		Disposition: Replaced	
Effective Date From: 10/01/2013					

Insurance Carrier: GREAT AMERICAN INSURANCE CO.  
Attn: GREAT AMERICAN INSURANCE COMPANY  
Address: 301 EAST FOURTH STREET  
CINCINNATI, OH 45202 US  
Telephone: (800) 858 - 8335 Fax: (513) 287 - 8230

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# FMCSA Motor Carrier

USDOT Number: 2229771  
Docket Number: MC440662  
Legal Name: TALON LOGISTICS, LLC  
DBA (Doing-Business-As) Name



## Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	12/13/2002

## Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3
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## Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason
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