



MELIAN LLC

Melian LLC
1965 Crossroads Blvd
Winter Haven, FL 33881

USDOT #: 3653663
MC #: 1260347
Melianllc.com

CEO: Kelvee Acosta
Direct: 407-385-0949
Email: info@Melianllc.com

CARRIER INFORMATION

To qualify as an approved carrier, and to ensure that payment of your invoice(s) is not delayed, you must forward the documents requested below by **email** to: **info@MelianLLC.com**

_____ Motor Carrier Profile

_____ Motor Carrier Agreement (Contract)

_____ W-9 Form

_____ Carrier Authority

_____ Insurance Certificates

NOTE: (Melian LLC) must be listed as a certificate holder;
MINIMUM REQUIREMENTS: \$1,000,000 Auto Liability; \$1,000,000 General Liability
\$100,000 Cargo Liability.

Other: _____

Initials _____

PAYMENT INFORMATION

Payment for freight charges will be made forty five **(45)** days from receipt of the invoice, providing it is accompanied by:

1. ORIGINAL BILL OF LADING
2. PROOF OF DELIVERY **(SIGNED)**
3. RATE CONFIRMATION **(COPY)**
4. CMF REFERENCE NUMBER **(ON INVOICE)**

If the "REMIT TO" address differs from the physical address, highlight this address to ensure billing efficiency. All freight charges are to be invoiced to: **Melian LLC 1965 Crossroads Blvd. Winter Haven, FL 33881**



MELIAN LLC

MOTOR CARRIER PROFILE

*REQUIRED

*Carrier Name: _____

*DOT#: _____ *MC#: _____ *Tax ID#: _____

Carrier Contact Information

*Physical Address: _____

*City: _____ *State: _____ *Zip: _____

*Main Phone: _____

*Main Email Address: _____

*Contact Name: _____

*Title: _____

*After Hours Phone: _____

of Trailers: _____

of Tractors: _____

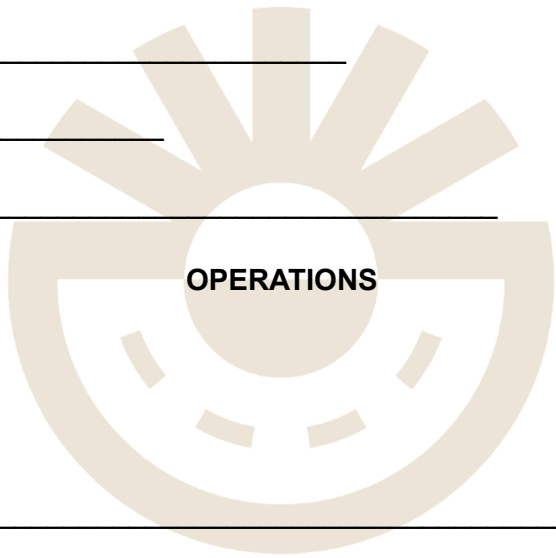
Preferred Lanes: _____

Preferred Equipment: _____

*Are you hazardous material certified? (Yes / No)

Notes: _____

Initials _____



MELIAN LLC

CARRIER PAYMENT AUTHORIZATION FORM

Melian LLC truly appreciates the hard work and quality services provided to us and want to reimburse you for those services as timely as possible. We have outlined below the three methods that we can use to pay you accurately and timely. Based on your designation, Melian LLC will issue either a standard paper check, an electronic check within the payment terms, or payment to your factoring company after receipt of your invoices and proper documents have been received.

Please note that in order to receive payment on time without discrepancies make sure to include all appropriate documents with the invoice. Please revisit "**PAYMENT INFORMATION**" on Page 1 for details. Please email invoice paperwork to **info@melianllc.com** or to the broker that worked with you. You can reach us directly at **407-385-0949** for more information.

It is also important to note that without receipt of this signed document ONLY standard payment methods will be used.

*Mailing Address: _____

*City: _____ *State: _____ *Zip: _____

() Check here if same as **Physical Address**

By designation of my initials below, I am agreeing to the payment terms chosen and outlined below. I am also certifying that the information provided is correct and I have the authority to make requests on the part of the named carrier. It is further understood that requests to terminate any or all features on this agreement must be in writing and received by CMF ten (10) business days prior to the standard expected payment date.

- STANDARD PAYMENT METHOD:** I am requesting to be paid by the standard check and standard mail delivery within thirty (30) days of receipt of required documents.
- QUICK PAY – ACH Direct Deposit:** I am requesting to be paid using the CMF QuickPay program which will pay me for services **WITHIN 2 BUSINESS DAYS** of receipt of required documents minus a 2% surcharge, using ACH direct deposit. Please fill out the ACH form below.
- FACTORED:** I am requesting payment to be sent to my Factoring Company by standard check and mail delivery at:

Factoring Company Name: _____

Phone: () - _____ - _____

Street: _____ City _____ State: _____ ZIP: _____

Initials _____

MOTOR CARRIER AGREEMENT

This **AGREEMENT** made this _____ day of _____, 2023, by and between:

MC# _____ ; a licensed motor carrier, "**CARRIER**", and **Melian LLC**, 1965 Crossroads Blvd. Winter Haven, FL 33881 "**Melian LLC**".

1. The term of this agreement shall be for one (1) year from the date shown above and shall automatically renew for successive one (1) year periods; provided, however, that this agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **Melian LLC** agrees to pay **CARRIER** for the transportation of freight moved under this agreement. Modifications or additions to these rates may be agreed to in writing; or made verbally and confirmed in writing to meet specific shipping schedules. Confirmation of verbally agreed rates will be made by a written recap, emailed or mailed by **Melian LLC** to the **CARRIER**, and by the **CARRIER**'s pick-up of the shipment. In addition, confirmation of any verbally agreed upon rates shall be made by the **CARRIER**'s billing and **Melian LLC**'s payment thereof. If the **CARRIER** indicates the contrary to **Melian LLC** within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally, and confirmed in writing, or by email, or as established by the billing and payment by the parties together with the underlying freight bills, shall be deemed as appendices to, and considered part of this agreement.

3. Unless greater insurance limits are required in a separate agreement or by law, **CARRIER** agrees to procure and maintain, at its sole cost and expense, the following insurance coverage:

a. Auto liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring **CARRIER** in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence or such larger amount as required by applicable law, and extending to "Any Auto" or "All Owned, Hired and Non-Owned Autos." "Scheduled Autos" is acceptable provided the specific vehicle to be utilized is named on **CARRIER**'s insurance schedule. **CARRIER**'s AL policy will cover all vehicles used by **CARRIER** to transport goods or property tendered to **CARRIER** pursuant to this Agreement, including coverage for all liabilities for personal injury (including death) and property damage arising out of **CARRIER**'s transportation services. **CARRIER** attests that it will only use vehicles which are properly insured or scheduled on **CARRIER**'s AL policy. In the event a vehicle is not scheduled or covered by **CARRIER**'s AL policy and is used to transport goods or property tendered to **CARRIER** pursuant to this Agreement, **CARRIER** will be solely liable and **CARRIER** will defend, indemnify and hold harmless Melian and the Customer from and against any and all losses, liabilities, damages, claims, fines, penalties, costs and expenses, including reasonable attorney's fees,

Initials _____

arising out of or in any way related to **CARRIER**'s performance or breach of any terms contained herein.

b. Commercial general liability ("CGL") with a reputable and financially responsible insurance company insuring **CARRIER** in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, \$2,000,000.00 (U.S. Dollars) general aggregate, which insurance will provide coverage for contractual liabilities assumed under this Agreement.

c. Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy will have no

exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo

claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, loss and damage occurring outside the United States, commodity exclusions (including those related to cargo intended for human consumption), refrigerator breakdown or lack of refrigerator fuel.

d. Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law, including Employer's Liability Insurance coverage in an amount not less than \$500,000 (U.S. Dollars) per occurrence.

4. The **CARRIER**, at its sole cost and expense, shall assume full responsibility for all federal, state, and local taxes, licenses, assessments, and tolls arising out of the transportation herein described.

5. The **CARRIER**, at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. The **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of **Melian LLC**, the **CARRIER** shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier; or in interline service; or in substituted service by railroad or other modes of transportation.

6. The **CARRIER** shall be responsible to comply with all applicable D.O.T. regulations, as well as all other federal and state regulations pertaining to the operations of a motor carrier.

7. The **CARRIER** shall be liable for full actual loss resulting from loss, damage, injury, or delay. Full actual loss is the invoice price of freight tendered to the **CARRIER** for transportation. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations as published in the Code of Federal Regulations, 49 C.F.R 1005.

8. The terms, conditions, or provisions of the bill of lading, or tariff, or any other shipping form utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern.

Initials _____

9. The **CARRIER** agrees to hold **Melian LLC** harmless from, and indemnify **Melian LLC** for any liability resulting from loss or damage to any freight transported by the **CARRIER** pursuant to this agreement, including to defend claims. The **CARRIER** also agrees to hold **Melian LLC** harmless from, and indemnify **Melian LLC** for any liability resulting from personal injury or property damage, which may occur during the operations of the **CARRIER** pursuant to this agreement, including all costs to defend claims.

10. The **CARRIER** will bill all charges for transportation services directly and exclusively to **Melian LLC**; and the **CARRIER** shall provide **Melian LLC** with a copy of the signed bill of lading and delivery receipt. **Melian LLC** agrees that it will endeavor to pay all freight bills for transportation performed within thirty (30) days of receipt, or the date of delivery of the shipment.

11. During the term of the agreement, and for a period of two (2) years from the time of termination of this agreement, **CARRIER** shall not, directly or indirectly, solicit, or do business of a transportation nature with any of Melian's customers who are serviced by the **CARRIER** as a result of this agreement, unless otherwise agreed to in writing.

12. The relationship of the **CARRIER** to **Melian LLC** shall, at all times, be that of an independent contractor, except that **Melian LLC** shall be the agent for the **CARRIER** for the collection and payment of charges to the **CARRIER**. The **CARRIER** authorizes **Melian LLC** to invoice the consignor or consignee for freight charges on behalf of the **CARRIER**, and the **CARRIER** agrees that **Melian LLC** is solely responsible for payment of all freight charges to the **CARRIER**.

13. **CARRIER** will perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

14. The provisions of this agreement shall be binding upon and insure directly to the benefit of the parties hereto; and the consignor and consignee of all shipments transported hereunder; and may be independently asserted and enforced by them.

15. Obligations of this agreement are separate and divisible, and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

16. The **CARRIER** agrees that **Melian LLC**'s compensation hereunder for its services are confidential, and need not be disclosed to the **CARRIER**. The **CARRIER** further agrees that it will not reveal to anyone the terms of this agreement; the pricing of transportation services; or any other details of the business conducted between the **CARRIER** and **Melian LLC**.

Initials _____

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.

BROKER: Melian LLC

Carrier

Authorized Signature of Melian LLC

Authorized Signature

Printed Name

Printed Name

Date

Date



MELIAN LLC

Initials _____

ACH DIRECT DEPOSIT INFORMATION

Carriers Bank Information (**only necessary if selecting Quick Pay terms**)

Bank Name: _____

Address: _____

Name on account: _____

Routing Number: _____

Account Number: _____

Authorized Signature on Account Listed Above

Printed Name

Date



MELIAN LLC

Initials _____