



2026 CARRIER AGREEMENT

Carrier Information Form

Please fill out the following details completely and accurately:

Owner Name:

Dispatcher Phone Number(s):

MC Number:

Number of Drivers:

USDOT Number:

Number of Trucks:

Email Address(es):

Number of Trailers:

Dispatcher Name(s):

CARRIER AGREEMENT & REQUIREMENTS

DOCUMENT REQUEST

Subcontractors must provide the following documents before dispatch and always remain current:

- **Carrier Agreement:** Must be completed in full and signed.
- **W-9 Form:** Current year required.
- **Certificate of Insurance:**
 - Must list **KJ Medelez LLC** as Certificate Holder.
 - Policy summaries are not accepted.
- **Workers' Compensation Insurance:** If applicable.

Failure to maintain current documentation may result in delayed payment or suspension of dispatch.

PAYMENT TERMS (IMPORTANT – READ CAREFULLY)

Required Documentation

- **All payments require complete and original paperwork**, including:
 - Original load tickets
 - Trip sheets and/or invoices
 - Bills of Lading (BOLs), when applicable
- Paperwork that is incomplete, missing, illegible, or inconsistent with dispatch records will delay payment.

If trip sheets or required documentation are not submitted, **payment will be delayed until all loads are confirmed with dispatch.**

Submission Responsibility

- Subcontractors are solely responsible for maintaining copies of their paperwork.
- **KJ Medelez LLC will no longer provide copies of tickets or paperwork.**
- All paperwork must be submitted **promptly after load completion.**

Regular Pay (No Quick Pay Fee)

- **Regular payment is issued twenty-one (21) calendar days from the date ALL of the following are received:**
 - Invoice or trip sheet
 - All original load tickets and/or BOLs
 - Complete and verifiable paperwork matching dispatch records

The 21-day payment period **does not begin until all required documents are physically received and approved.**

EXPEDITED PAYMENT OPTIONS (OPTIONAL)

- **Instant Pay:** 7.5% fee
- **Quick Pay:** 5% fee

Expedited payment requests will not be processed unless **all paperwork is complete and submitted by the stated deadline.**

FEES AND PENALTIES

- **Standard Broker Fee:** 7%
- **Late Submission Penalties:**
 - Paperwork submitted **after 45 days** from load completion: Broker fee increases to **14%**
 - Paperwork submitted **after 60 days** from load completion: **Payment will not be issued**
- **Additional Charges:** Trailer fees and other applicable charges may apply.

SPECIAL LOAD REQUIREMENTS

Dairy Loads

- All dairy deliveries **must include a destination scale ticket.**
- If no scale is available at the destination, **a legible signature from on-site personnel is required.**

Delivery Tickets

- Delivery tickets are required for all loads in order to process payment.

INSURANCE REQUIREMENTS

All load-related paperwork must clearly identify **KJ Medelez LLC as the broker.**

Certificates of Insurance must list **KJ Medelez LLC as Additional Insured**, with the following minimum coverages:

- **Automobile / General Liability:** \$1,000,000
- **Workers' Compensation:** If applicable
- **Motor Truck Cargo:** \$100,000
 - Refrigerator breakdown coverage required when applicable
- **Non-Owned Trailer Coverage:** \$150,000
 - OR scheduled trailer details (year, make, model, VIN)
 - KJ Medelez LLC, J Medelez LLC or BJK Transport LLC must be listed as Loss Payee

Insurance agents should send renewal certificates directly to **KJ Medelez LLC** upon policy renewal.

SUBCONTRACTOR PAPERWORK POLICY

- **Original paperwork must be submitted immediately** following load completion.
- **Waiting time requests** must be submitted within 24 hours of load completion.
 - Requests submitted after **5 days** will be denied.
- **Trailer Numbers are mandatory** on all paperwork, including KJ Medelez-owned trailers.
 - Missing trailer numbers will result in trailer rent being deducted per load.
 - **Misrepresentation of trailer use** will result in a **doubled trailer rent fee (24%).**

ADDITIONAL POLICIES

- **Late / No-Show Policy:**
 - If a carrier accepts a load and is late or fails to show, applicable fees will be deducted from payment.
- **Re-Brokerage Prohibited:**
 - Carriers may not re-broker, co-broker, subcontract, assign, interline, or transfer shipments without prior written consent from **KJ Medelez LLC**.

ACCOUNTS PAYABLE

All payment-related inquiries must be directed to:

subap@kjmedelez.com

Factoring Company Involvement Factoring Company Policy

- **Payment Processing:** For carriers utilizing a factoring company, KJ Medelez LLC will remit
 - payment directly to the factoring company as per the agreement.
- **Notification and Agreement:** Carriers must notify KJ Medelez LLC of their factoring company arrangement and provide the necessary agreement documentation.
- **Factoring Fees:** Carriers are responsible for any fees associated with the factoring service.
- **Documentation Compliance:** Carriers must ensure that their factoring company adheres to KJ Medelez LLC paperwork policies for timely payment processing.

Factoring Company Information

(To be filled out by Carrier if applicable)

Factoring Company Name: _____

Contact Person at Factoring Company: _____

Factoring Company Address: _____

Telephone: _____

Email: _____

Factoring Agreement Reference Number (if available): _____

This Agreement is made on. _____ of 2026, between _____ (herein referred to as CARRIER) having contract authority under MC- _____ and Federal ID no. _____ and KJ Medelez LLC, an Oregon Limited Liability Company (herein referred to as BROKER) under MC-1437161, whose principle office is at 800 E Pumpkin Center Rd Hermiston OR, 97838.

BROKER and CARRIER are sometimes referred to collectively as the "Parties" and individually as a "Party".

1. **BROKER** agrees to offer shipment and **CARRIER** agrees to transport with it own equipment at least 10,000 pounds annually or a series of shipments and such additional quantities of freight as **BROKER** may tender subject to the availability of suitable equipment.
2. **CARRIER** represents the **CARRIER** is authorized to operate as a contract motor carrier by the I.C.C. and **CARRIER** shall provide and maintain at its soles cost the expense of insurance liability for injuries to or death of persons and damage to property, in combined single limits of not less than \$1,000,000. per occurrence, and or loss or damage to freight, in an amount no less than \$500,000.00 and any additional insurance required by applicable laws, rules and regulations, federal or state. **CARRIER** shall furnish upon **BROKER** request, a copy of each such insurance policy, and written certificates of insurance.
3. **CARRIER** shall be paid the freight charges for the transportation service to be rendered pursuant to this Agreement at the rate set forth in the Rate and Load Conformation Schedule (the "Rate Schedule"), that the Broker shall send **CARRIER**. **CARRIER** must sign and send to **BROKER** the Rate Schedule via facsimile, email or other method agreed to by **BROKER**, to confirm the Rate Schedule terms. All signatures and transactions done via facsimile are deemed legal and binding.
4. The Parties understand and agree that **CARRIER** is a contact motor carrier in interstate commerce and is not obligated by law to file with any government agency its schedule or rates nor to adhere to any schedule filed with any government agency.
5. The Rate Schedule shall designate the procedure for billing freight charges.
6. **CARRIER**, upon reasonable demand, shall deliver to **BROKER** copies of its ICC Operating Authority and Certificate of Insurance, insuring **CARRIERS** liability for personal injury, property damage and loss or damage of cargo. Upon request of **BROKER**, **CARRIER** shall have it insurance amended to included insurance of **BROKER** as named insured, or as its interest may appear.
7. **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. **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 BROKER**. **CARRIER** shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted by railroad or other modes of transportation.
8. **CARRIER** will be responsible to comply with all applicable ICC and DOT Regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.
9. **CARRIER** shall be liable for all loss, damage, or delay of any shipment, and is subject to monetary charges for shipments not delivering as scheduled, while in the possession or control of **CARRIER**. **CARRIER** hereby assumes the liability if a motor common carrier as provided in SECTION 11707 of Title 49 of the United States Code as in effect on the effective date of this Agreement. All claims for loss and damaged and salvage shall be handled and processed in accordance with regulations of the ICC as published in the Code of Federal Regulations.

10. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** from any and all liability resulting from the loss or damaged to any freight transported by **CARRIER** the actions of **CARRIER** while operating under this Agreement, and **CARRIER** also agrees to hold **BROKER** harmless from any and all personal injury or property damage which may occur during the operations of **CARRIER** pursuant to this Agreement including all costs to defend any and all claims, whether through arbitration, mediation, at trial or from any appeals therefrom. **Carrier shall name Broker as Additional Insured with automobile liability limits of no less than \$1,000,000 CSL COVERAGE**
11. **CARRIER** shall assume full responsibility for all State and Federal taxes and assessments arising out of the transportation herein required of contract motor carrier.
12. It is the intention of the Parties that the **CARRIER** shall be an independent contractor under both federal and state law and that **CARRIER** is not an employee of **BROKER**, and that **CARRIER** is responsible for the payment of all State and Federal taxes, workers compensation insurance and any other charges required of an independent contractor under federal and state law.
13. **CARRIER** agrees that under no circumstances will it communicate directly with clients referred to it by the **BROKER**. It is understood by the **CARRIER** that the provisions of this paragraph pertain to "BACK SOLICITING". The **CARRIER** hereby agrees that neither it nor anyone under its control, will approach those clients introduced to it by the **BROKER** for the purpose of selling its services directly, or accepting traffic from the clients without **BROKERS** participation. It is agreed by the **CARRIER** that if such an event occurs, **CARRIER** will pay the **BROKER** a commission of 15% on all traffic obtained as a result of "BACK SOLICITING". Said 15% commission is to continue during the period in which this agreement remains in force and for 1 year after the termination of the agreement by either party.
14. Obligations of this agreement are separate and divisible and if any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.
15. This agreement shall be governed by and construed in accordance with the laws and decisions of the state of Oregon, without regard to laws and rules. If litigation is instituted by a party to enforce or interpret this agreement, venue shall lie in Umatilla County Oregon, and such venue is exclusive.
16. If any action or other proceedings shall be instituted relating to any term or condition of this agreement or relating to any of the rights, duties, or obligation arising under it, the prevailing party shall be entitled to recover, and the other party or parties agree to pay to the prevailing party, whether or not the matter proceeds to final judgement or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as: attorney's fees in such action or other proceeding, and in any appeal of it; attorney's fees occurred in investigating and pursuing the prevailing party's rights prior to institution of the action or other proceeding; and costs and expenses incurred and billed with such attorney's fees (whether or not specifically allowed by statute). Such sum shall also include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgement or award or otherwise enforcing each order, judgement or decree entered in such an action or other proceeding.
17. This agreement shall be binding upon and operate to the benefit of the parties and their respective heirs, successors, legal and personal representatives and permitted assignees. Neither this agreement nor any rights under it may be assigned by any party without the prior written consent of the other party. Any assignment of this agreement made without the other party's written consent shall be voidable at the option of the non-consenting party.
18. **CARRIER** acknowledges that this agreement was prepared by attorneys for **BROKER** and not for any other party. **CARRIER** acknowledges that **CARRIER** has been advised of this fact and has had the opportunity to seek separate counsel and has determined independently whether to do so. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of the agreement.

19. This agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To speed up entering into this agreement, the parties acknowledge that Transmitted Copies of the Agreement will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile, or other process of complete and accurate reproduction and transmission.
20. THIS AGREEMENT CONTAINS THE FINAL AND EXCLUSIVE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF IT, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO PROMISES, REPRESENTATIONS, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, AMONG THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
21. This agreement may not be amended or modified except by written agreement executed by the parties affected thereby.
22. The waiver by any party or a breach of any term or provision of this agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or provision by any other party.
23. This agreement shall continue in full force and effect for a period not less than one full year after **CARRIER** tenders' last load.

This agreement was executed by the parties on the dates set forth below and is effective as of the last date signed below.

Carrier: K Medelez LLC

Carrier: _____

Phone: 541-571-4098

Phone: _____

Name: Kelly Medelez Jr

Name: _____

Title: Director of Operations

Title: _____

Signature: _____

Signature: _____

Date: 1/2/26

Date: _____

EQUIPMENT INTERCHANGE INSPECTION CHECKLIST

This checklist must be completed at the time of equipment interchange and retained with dispatch and payment records.

Date: _____

Time: _____

Location: _____

Interchanging Carrier: _____

Driver Name: _____ **Phone:** _____

Equipment Owner: KJ Medelez LLC

Equipment Type: ☐ Trailer ☐ Chassis ☐ Container ☐ Other: _____

Equipment Number: _____

License Plate / VIN (if applicable): _____

A. CONDITION AT PICKUP

(Check all that apply)

Structural / Body

☐ No visible damage ☐ Dents ☐ Cracks ☐ Bent frame ☐ Other: _____

Doors / Seals

☐ Operational ☐ Damaged hinges ☐ Seal missing or damaged

Tires / Wheels

☐ Good condition ☐ Low tread ☐ Flat or damaged

Lights / Electrical

☐ All operational ☐ Inoperative lights ☐ Wiring damage

Brakes / Suspension

☐ No visible defects ☐ Air leak ☐ Suspension damage

Floor / Interior

☐ Clean and sound ☐ Soft spots ☐ Holes or damage

Accessories (tarps, straps, chains, load bars, etc.)

☐ Complete ☐ Missing items: _____

B. EXISTING DAMAGE (REQUIRED IF ANY)

C. CONDITION AT RETURN

☐ Returned in substantially the same condition (ordinary wear and tear excepted)

☐ New damage noted (describe):

D. ACKNOWLEDGMENT

By signing below, Interchanging Carrier acknowledges receipt of the above-described equipment and accepts **care, custody, and control** pursuant to **Exhibit A – Equipment Interchange Agreement**.

Driver Signature: _____ **Date:** _____

KJ Medelez Representative: _____ **Date:** _____