



Appendix A

Hazardous Material Requirements

With respect to the transportation of hazardous materials or waste requiring vehicle placarding fewer than 49 C.F.R. Part 181, **Broker** and **Carrier** agree that the following additional provisions shall apply for all such shipments:

1. **Carrier** represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, **Carrier** shall provide **Broker** with a copy of all such federal and state permits and registrations. Additionally, **Carrier** agrees to notify **Broker** immediately upon any revocation or suspension of carrier’s state of federal hazardous material permits or registration as well as the suspension of revocation of carrier’s “Satisfactory” Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation of hazardous materials under this Agreement.
2. **Carrier** represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126 (F). **Carrier** further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver’s License to legally transport such shipments. **Carrier** further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified un 49 C.F.R. Part 181, and 49 C.F.R Part 397.
3. **Carrier** shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring **Carrier** in an amount not less than \$5,000,000.00 (U.S. Dollars) per occurrence. Such policy shall name **Broker** and **Carrier** as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by **Carrier** under this Agreement.

“Broker”

“Carrier”

Carter Logistics, LLC.

Carrier Name _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____