

# REBUY EQUIPMENT ENTERPRISES LLC

Freight Broker | Dispatch Services | Heavy Equipment Transport  
Tampa, Florida | MC #: 1799660 | USDOT #: 4536642

## CARRIER AGREEMENT FOR OVERSIZE / OVERWEIGHT FREIGHT

This Agreement is entered into between Rebuy Equipment Enterprises LLC ("Broker") and the Carrier identified below.

### SECTION 1 — LOAD INFORMATION

Broker Ref #	_____ _____ _____	Load Date	_____ _____ _____
Origin City / State	_____ _____ _____	Destination City / State	_____ _____ _____
Equipment Description	_____ _____ _____	Est. Weight (lbs)	_____ _____ _____
Overall Width	_____ _____ _____	Overall Height	_____ _____ _____
Overall Length	_____ _____ _____	# of Axles	_____ _____ _____
Agreed Carrier Rate	_____ _____ _____	Payment Terms	_____ _____ _____

**IMPORTANT: Carrier warrants that all dimensions and weights provided to Broker are accurate and complete.**

Broker shall not be liable for permit errors, fines, or delays arising from inaccurate load specifications provided by Carrier or Shipper. Carrier assumes full responsibility for verifying all load specs prior to permit application.

### SECTION 2 — PERMITS & REGULATORY COMPLIANCE

**2.1 Carrier's Sole Responsibility.** Carrier is solely and exclusively responsible for obtaining all required oversize, overweight, and special use permits for every state, county, city, and municipality through which the load will travel. This responsibility cannot be delegated, waived, or transferred to Broker under any circumstances.

**2.2 Permit Costs.** All permit fees, filing costs, and associated charges are the financial responsibility of Carrier. Carrier shall obtain all required permits at its own expense. If Carrier and Broker have separately agreed in writing that permit costs are to be reimbursed as a line item on the rate confirmation, such reimbursement shall be contingent upon Carrier providing copies of all permit documentation prior to payment.

**2.3 Permit Verification Prior to Departure.** Carrier SHALL NOT allow the load to depart the origin facility until all required permits are in hand, valid, and cover the full route. Broker or Shipper may request proof of permits prior to dispatch. Failure to produce valid permits upon request is grounds for immediate cancellation of this Agreement without penalty to Broker.

**2.4 Superload & Engineering Reviews.** For loads that qualify as “superloads” (typically exceeding 150,000 lbs gross weight or requiring engineering review under applicable state law), Carrier is responsible for initiating all required bridge studies, engineering analyses, route surveys, and state agency approvals. Carrier acknowledges that superload permitting may require 30–60 days advance notice in certain states and agrees to notify Broker immediately if such timelines apply to any booked load.

**2.5 FMCSA Authority & Compliance.** Carrier warrants it holds a valid FMCSA Motor Carrier operating authority (MC number), a satisfactory USDOT safety rating, and all required endorsements for the type of freight being transported. Carrier agrees to operate in full compliance with 49 CFR Parts 390–399 and all applicable state regulations throughout the duration of each load.

**2.6 Fines & Violations.** Any fines, penalties, citations, impoundments, or legal costs arising from permit non-compliance, overweight violations, dimensional violations, or failure to obtain required permits are the sole financial and legal responsibility of Carrier. Broker shall not be liable for any such costs. Carrier agrees to indemnify and hold Broker harmless from any claim, fine, or expense resulting from Carrier’s failure to comply with permitting requirements.

**2.7 Travel Restrictions.** Carrier is responsible for verifying and adhering to all state-mandated travel restrictions applicable to oversize or overweight loads, including but not limited to: daylight-only travel requirements, holiday travel bans, weekend travel restrictions, posted bridge weight limits, and low-clearance route prohibitions.

## SECTION 3 — ESCORT & PILOT CAR REQUIREMENTS

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**3.1 Carrier’s Responsibility.** Carrier is solely responsible for determining whether escort vehicles (pilot cars) are required for any load under applicable state law and for arranging and paying for all required escort services.

**3.2 Police Escorts.** Where state law requires a law enforcement escort, Carrier is responsible for coordinating with the appropriate agency and covering all associated costs. Broker shall not be liable for scheduling delays caused by police escort availability.

**3.3 Escort Costs.** All escort and pilot car costs are the responsibility of Carrier unless explicitly stated as a reimbursable line item in a separate written rate confirmation signed by both parties. Estimates provided by Broker prior to booking are for informational purposes only and do not constitute a guarantee of final escort cost.

## SECTION 4 — LOADING, SECUREMENT & UNLOADING

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**4.1 Loading Responsibility.** Unless otherwise agreed in writing, loading of the freight onto Carrier’s equipment is the responsibility of the Shipper and/or the party in control of the origin facility. Carrier is responsible for supervising the loading process to ensure proper weight distribution, tie-down placement, and securement.

**4.2 Securement.** Carrier is solely responsible for the proper securement of all freight in compliance with 49 CFR Part 393 Subpart I and any applicable state requirements. This includes but is not limited to chains, binders, straps, blocking, and bracing. Carrier shall inspect securement at the start of each trip and at minimum every 150 miles or at each change of duty status.

**4.3 Special Equipment for Loading & Unloading.** When specialized equipment is required to load or unload the freight (including but not limited to cranes, forklifts, rigging equipment, or hydraulic systems), the cost, coordination, and responsibility for such equipment is borne entirely by the Shipper, Consignee, or Carrier as agreed between those parties. Broker shall not be responsible for sourcing, coordinating, or funding special loading or unloading equipment.

**4.4 Crane & Rigging Services.** When crane or rigging services are required, Carrier or Shipper shall engage a licensed and insured rigging contractor. The cost of crane services is not included in Broker's rate unless explicitly itemized in a separate written addendum. Broker makes no representations regarding crane availability, cost, or scheduling.

**4.5 Damage During Loading / Unloading.** Carrier assumes liability for any freight damage occurring during the loading or unloading process if Carrier's employees, agents, or equipment are the cause. Damage caused by third-party equipment or operators at the facility shall be the liability of the facility operator or equipment provider, not Broker.

## SECTION 5 — RATES, PRICING & PAYMENT

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**5.1 Agreed Rate.** Carrier agrees to transport the load described in Section 1 for the agreed carrier rate stated in the load information table above. This rate is all-inclusive of Carrier's base freight charges, fuel, and standard operating costs unless additional charges are explicitly authorized in writing by Broker prior to delivery.

**5.2 Permit & Escort Costs.** Permit and escort costs are NOT included in Broker's rate unless a separate written agreement states otherwise and Carrier provides receipts and copies of all permits obtained.

**5.3 Special Equipment Pricing.** For loads requiring specialized equipment such as cranes, rigging, or heavy lift apparatus, Broker does not guarantee or quote the cost of such services as part of this Agreement. Any special equipment costs quoted by Broker to the Shipper are estimates only, based on third-party information, and are subject to change. Broker's liability is limited to the carrier rate agreed herein.

**5.4 Unauthorized Charges.** Carrier shall not impose accessorial charges, detention, layover, fuel surcharges, or other additional fees without prior written authorization from Broker. Unauthorized charges will not be paid.

**5.5 Payment Timeline.** Payment will be issued to Carrier within the number of days specified in the load information table above, following receipt of: (a) a signed Proof of Delivery (POD), (b) Carrier's invoice, and (c) copies of all required permits for the load. Incomplete documentation will delay payment.

**5.6 Quick Pay.** Where Broker offers a quick pay option through its factoring partner, Carrier may elect to receive accelerated payment in exchange for a quick pay fee deducted from the carrier rate. Election of quick pay must be made at the time of booking confirmation.

## SECTION 6 — INSURANCE REQUIREMENTS

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**6.1 Minimum Coverage.** Carrier shall maintain, at its own expense throughout the term of this Agreement, the following minimum insurance coverage:

- Commercial Auto Liability: \$1,000,000 combined single limit
- Cargo Insurance: \$100,000 minimum per occurrence (higher limits may be required for high-value equipment loads)
- General Liability: \$1,000,000 per occurrence
- Workers' Compensation: As required by applicable state law

**6.2 Certificate of Insurance.** Carrier shall provide a current Certificate of Insurance naming Rebuy Equipment Enterprises LLC as a Certificate Holder prior to the first load tendered under this Agreement. Carrier shall provide updated certificates upon renewal.

**6.3 Broker's Limitation.** Broker is not an insurer of Carrier's cargo or operations. Broker's contingent cargo insurance, if any, does not substitute for Carrier's primary cargo coverage and applies only in limited circumstances where Carrier's insurance fails to respond.

## SECTION 7 — LIMITATION OF LIABILITY & INDEMNIFICATION

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**7.1 Broker's Limitation of Liability.** BROKER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DELAY, FINE, PERSONAL INJURY, PROPERTY DAMAGE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO: (A) CARRIER'S OPERATION OF EQUIPMENT; (B) FAILURE TO OBTAIN REQUIRED PERMITS; (C) CARGO DAMAGE OR LOSS; (D) LOADING OR UNLOADING OPERATIONS; (E) ESCORT OR PILOT CAR OPERATIONS; OR (F) ANY ACT OR OMISSION OF CARRIER, SHIPPER, CONSIGNEE, OR ANY THIRD PARTY. BROKER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE BROKER FEES EARNED ON THE SPECIFIC LOAD GIVING RISE TO THE CLAIM.

**7.2 Carrier Indemnification.** Carrier agrees to defend, indemnify, and hold harmless Rebuy Equipment Enterprises LLC, its members, officers, employees, and agents from and against any and all claims, demands, suits, losses, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Carrier's performance or non-performance of this Agreement; (b) any act or omission of Carrier, its drivers, or subcontractors; (c) Carrier's failure to maintain required permits or insurance; (d) cargo loss or damage; (e) any violation of applicable law.

**7.3 Independent Contractor.** Carrier is an independent contractor and not an employee, agent, or partner of Broker. Broker does not control the means or methods of Carrier's operations. Nothing in this Agreement creates an employment relationship or joint venture between the parties.

**7.4 No Broker Dispatch Authority.** Broker's role is limited to arranging transportation. Broker does not direct, supervise, or control Carrier's drivers, equipment, routes, or operational decisions. All operational decisions are the sole responsibility of Carrier.

## SECTION 8 — GENERAL TERMS

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**8.1 Double Brokering Prohibited.** Carrier shall not re-broker, subcontract, or assign any load tendered under this Agreement to another carrier without prior written consent from Broker. Violation of this provision is grounds for immediate termination and forfeiture of payment.

**8.2 No Carrier Solicitation.** Carrier agrees not to solicit or accept loads directly from any Shipper introduced by Broker for a period of twelve (12) months following the last load tendered under this Agreement, without Broker's written consent.

**8.3 Governing Law.** This Agreement shall be governed by the laws of the State of Florida and applicable federal transportation law. Any disputes shall be resolved in the courts of Hillsborough County, Florida.

**8.4 Entire Agreement.** This Agreement, together with any rate confirmation issued by Broker and signed by Carrier, constitutes the entire agreement between the parties regarding the transportation of the load described herein. It supersedes all prior oral or written representations. No modification shall be valid unless made in writing and signed by both parties.

**8.5 Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**8.6 Notice.** Any notice required under this Agreement shall be provided in writing via email or certified mail to the contact information on file with Broker. Email notice is deemed received upon sender's receipt of a read receipt or within 24 hours of transmission, whichever is earlier.

**NOTICE: By signing below, Carrier acknowledges that it has read, understood, and agrees to all terms**

of this Agreement. Carrier specifically acknowledges that it is solely responsible for: (1) obtaining all required oversize and overweight permits; (2) arranging all escort and pilot car services; (3) proper loading supervision and freight securement; and (4) all fines, penalties, or damages arising from its

operations. Rebuy Equipment Enterprises LLC bears no operational liability for the transportation of this load.

## SECTION 9 — SIGNATURES

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Both parties agree to the terms of this Agreement as of the date signed below.

**REBUY EQUIPMENT ENTERPRISES LLC**

**CARRIER / CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*This document is legally binding. Carrier is advised to retain a copy for its records.*