## **Uniform Food Safety Transportation Protocol**

## Requirements and Warranties of Participating Motor Carriers

By submitting an online application at www.ufstp.com, a motor carrier agrees to the following:

## Requirements

Following acceptance of an application, participation in the Uniform Food Safety Transportation Protocol ("UFSTP" or "Protocol") will not be activated, confirmed, and published until the prospective participating carrier:

- 1. Arranges for provision to UFSTP Certificates of Insurance showing, among other things:
  - Bodily injury/property damage insurance in the amount of not less than
    \$750,000, subject to verification though the BMC-91 on file with the Federal
    Motor Carrier Safety Administration (FMCSA); and;
  - (b) Cargo insurance in amount of not less than \$100,000;
- 2. Executes the UFSTP (to be provided to carrier following the initial acceptance of an application) by the notarized signature of an owner, officer, director, or partner; and
- 3. Certifies that before using the Protocol all personnel involved in meeting the requirements of the UFSTP and the Food Safety Modernization Act (FSMA) will have undergone appropriate training to complete the tasks required.

## Warranties

Applicant warrants that:

- 1. All the information provided is true and accurate;
- 2. The motor carrier is licensed, authorized and insured to transport commodities subject to the rules and regulations of FMCSA;
- 3. The undersigned individual is authorized to execute this application on behalf of the company;
- 4. It will immediately notify UFSTP of any change in the carrier's contact information, insurance, or safety rating;
- 5. It will ensure that all personnel used in the transportation of loads governed by FSMA are trained in accordance with the Protocol and FSMA;
- 6. It will comply with all the minimum standards set forth in the Protocol in transporting all loads that are subject to FSMA as well as any additional contract obligations otherwise agreed to;
- 7. It understands and accepts that participation in the Protocol is contingent upon maintenance of operating authority and evidence of insurance as well as payment of an annual fee in the amount of \$100.
- 8. It agrees to indemnify and hold harmless UFSTP from any liability arising out of publication of data provided by the applicant and further agrees that in the absence of gross negligence UFSTP shall not be liable for any act or omission in processing or publishing or in suspending the applicant's participation.

UFSTP is not affiliated with any government agency, and participation in the UFSTP program is not required by any government regulation.