



## Transportation Brokerage Contract

### For USA/Canadian Carriers

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Carter Logistics, LLC. ("**Broker**") and \_\_\_\_\_ ("**Carrier**").

#### I.

##### Recitals

- A) **Broker** is licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "**Customer**");
- B) **Carrier** is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by **Broker**.

#### II.

##### Agreement

1. **Term.** The Term of this Agreement shall be for one (1) year 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. **Carrier's Operating Authority and Compliance With Law.** **Carrier** represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. **Carrier** further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this Agreement. All transit times derived from noted pick-up times and deliveries are calculated to be in compliance with applicable Federal Hours of Service regulations. Any transit times that do not comply are the result of an unintentional erroneous calculation and should be brought to our attention immediately. Please note also that any routing guidance given is the information purposes only. In the event that **Carrier** is requested by **Broker** to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
3. **Performance Of Services.** **Carrier's** services under this Agreement are specifically designed to meet the distinct needs of **Broker** under the specified rates and conditions set forth herein. **Carrier** shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to **Broker** by **Carrier**. This Agreement does not grant **Carrier** an exclusive right to perform the transportation related services for **Broker** or its **Customer**.
4. **Receipts And Bills Of Lading.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming **Carrier** as the transporting carrier. Upon delivery of each shipment made hereunder, **Carrier** shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by **Broker** or the **Customer**, and **Carrier**



shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of the Agreement. **Carrier** shall notify **Broker** immediately of any exception made on the bill of lading or delivery receipt. If, for any reason the shipper does not list **Carrier** as transporting carrier on the bill of lading, **Carrier** is responsible for ensuring that the shipper modifies the bill of lading to reflect **Carrier** as the transporting carrier.

5. **Carrier's Operations.** **Carrier** must have been in business for at least 3 years. **Carrier** shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "**Equipment**"); (b) pay all expenses related, in any way, with the use and operation of the **Equipment**; (c) maintain the **Equipment** in good repair. Mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. **Carrier** shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
6. **Indemnity.** **Carrier** shall defend, indemnify, and hold **Broker** harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by **Carrier**, its employees or independent contractors working for **Carrier** (collectively, the "**Claims**"), including, but not limited to, Claims for or related to personal injury (including death), property damage and carrier's possession, use, maintenance, custody or operation of the **Equipment**; provided, however, that carrier's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of **Broker**.
7. **Insurance.** **Carrier** shall procure and maintain, at its sole cost and expense, the following insurance coverages:
  - a. Auto Liability and General Liability insurance with a reputable and financially responsible insurance company (with an AM Best Rating of A- or better and AM Best Financial Size Category of VII or higher) insuring **Carrier** in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
  - b. All Risk Broad Form Motor Truck Cargo Legal Liability insurance with a reputable and financially responsible insurance company (with an AM Best Rating of A- or better and AM Best Financial Size Category of VII or higher) insuring **Carrier** in an amount not less than \$250,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name **Carrier** and **Broker** as insureds and provide coverage to **Broker**, the **Customer** or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of **Carrier** under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foresee ably preclude coverage relating to cargo claims.
  - c. **Carrier** shall furnish to **Broker** written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to **Broker** at least thirty (30) days prior to such cancellation or



modification. Upon request, **Carrier** shall provide **Broker** with copies of the applicable insurance policies.

- 8. Freight Loss, Damage Or Delay.** **Carrier** shall have the sole and exclusive care, custody and control of the **Customer's** property from the time it is delivered to **Carrier** for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in section 4. **Carrier** assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of **Customer's** goods or property while under **Carrier's** care, custody or control. **Carrier** shall pay to **Broker**, or allow **Broker** to deduct from the amount **Broker** owes **Carrier**, **Customer's** full actual loss for the kind and quantity of commodities so lost, damaged or destroyed. **Carrier** shall be liable to **Broker** for all economic loss, including consequential damages that are incurred by **Broker** or the **Customer** for any freight loss, damage claim. Payments by **Carrier** to **Broker** or its **Customer**, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by **Carrier** of **Broker's** or **Customer's** invoice and supporting documentation of the claim.
- 9. Waiver Of Carrier's Lien.** **Carrier** shall not withhold any goods of the **Customer** on account of any dispute as to rates or any alleged failure of **Broker** to pay charges incurred under this Agreement. **Carrier** is relying upon the general credit of **Broker** and hereby waives and releases all liens which **Carrier** might otherwise have to any goods of **Broker** or its **Customer** in the possession or control of **Carrier**.
- 10. Payments.** **Carrier** will charge and **Broker** will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by **Carrier** and **Broker** before each shipment made under this Agreement. **Carrier** represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by **Broker**. Payment by **Broker** will be made within forty-five (45) days of receipt by **Broker** of the carrier's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling **Broker** to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by **Broker** and collected by **Carrier** shall be the agreed upon contract rate. **Carrier** agrees that **Broker** has the exclusive right to handle all billing of freight charges to the **Customer** for the transportation services provided herein, and as such, **Carrier** agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the **Customer**. **Carrier** further agrees that **Broker** has the discretionary right to offset any payments owed to **Carrier** hereunder for liability incurred by **Carrier** pursuant to section 8 of this Agreement. **Carrier's** presentation of freight bill to **Broker** shall be made within forty-five (45) days from the date of shipment. Failure by **Carrier** to present freight bill in stated time frame shall entitle **Broker** to waive payment responsibilities.
- 11. Confidentiality And Non-Solicitation.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. **Carrier** will not solicit traffic from any shipper, consignor, consignee or customer of **Broker** where (1) the availability of such traffic first became known to



**Carrier** as a result of **Broker's** effort, or (2) the traffic of the shipper, consignor, consignee or **Customer** of **Broker** was first tendered to **Carrier** by **Broker**. If **Carrier** breaches this Agreement and directly or indirectly solicits traffic from customers of **Broker** and obtains traffic such customer during the term of this Agreement or for twelve (12) months thereafter, **Carrier** shall be obligated to pay **Broker**, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the **Customer**, and **Carrier** shall provide **Broker** with all documentation requested by **Broker** to verify such transportation revenue.

- 12. **Sub-Contract Prohibition.** **Carrier** specifically agrees that all freight tendered to it by **Broker** shall be transported on equipment operated only under the authority of **Carrier**, and that **Carrier** shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of **Broker**.
- 13. **Assignment/Modification/Benefit Of Agreement.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by **Carrier**. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.
- 14. **Severability.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
- 15. **Waiver.** **Carrier** and shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of **Broker** to insist upon **Carrier's** performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any **Broker's** rights or privileges herein.
- 16. **Dispute Resolution.** This Agreement shall be deemed to have been drawn in accordance with statutes and laws of the State of Indiana and in the event of any disagreement or dispute, laws of this state shall apply and suit must be brought in this state.

**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"**  
 Carter Logistics, LLC.  
 Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 4020 W. 73<sup>rd</sup> Street  
 Anderson, IN 46011  
 800-738-7705

**"Carrier"**  
 Carrier Name \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_