

## TRANSPORTATION BROKER AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, between Interstate Express Inc. hereinafter referred to as "Broker," and \_\_\_\_\_, hereinafter referred to as "Carrier."

### RECITALS

- A. Broker is duly authorized to engage in the arrangement of transportation as a Broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."
- B. Carrier is duly authorized to engage in shipments as a contract carrier of commodities, and desires to haul Shipments as required by Broker.
- C. The parties desire to enter into the Agreement, which Agreement shall govern any contract between the parties with respect to a shipment.

### AGREEMENT

1. Transportation of Commodities. Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any shipment tendered to and accepted by Carrier.
2. Term. This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon fifteen (15) days notice to the other.
3. Obligation of Carrier. Carrier agrees, with respect to each such shipment:
  - a. That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment at required.
  - b. That Carrier will Provide Liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than one Hundred Thousand Dollars (\$1,000.00) for damage to freight in any single loss, or all insurance required by all applicable laws, rules or regulations, whichever is greater. Carrier will furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
  - c. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.

- d. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
  - e. That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.
  - f. That Carrier will be responsible to comply with all applicable state and federal regulations, including those of the Interstate Commerce Commission ("ICC") and Department of Transportation ("DOT").
  - g. That Carrier shall be responsible for all Shipments while in transit and shall hold Broker harmless from and indemnify Broker against any claims of liability resulting from loss or damage to any freight transported by Carrier or to any claim for injury or damages resulting from the transportation of a Shipment, including all reasonable attorney's fees and costs of defense. Carrier shall be liable for full loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions, or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any other carrier rates, rules, classification, practice, schedule or tariff.
  - h. That Carrier shall not claim, and hereby waives any right to claim, and lien in any shipment.
4. Rates, Charges and Payment. Broker agrees to pay Carrier for transportation under this Agreement within 30 days of receipt of Carrier's freight bill with attached signed original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the ICC to common carrier and Carrier's rates and tariffs filed with the ICC shall not under any circumstances be applicable to any Shipment transported on behalf of Broker.
5. Representations.
- a. Broker hereby represents that it is duly authorized to operate a broker under ICC License No. MC478957B and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.
  - b. Carrier represents that it is duly authorized to engage as a contract carrier under ICC Permit No. MC \_\_\_\_\_ and that it shall be duly licensed at the time of each shipment.
  - c. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first becomes known to the Carrier as a result of the Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. When an employee of Carrier accepts a shipment from Interstate Express Inc., Carrier and affiliated companies agree not to directly accept freight from the shipper or consignee involved in the said shipment for a period of two (2) years. Each time Interstate Express Inc. tenders a shipment to the Carrier a new two (2) year period is established for that shipper/consignee again. If the Carrier breaches this agreement and "back-solicits" the broker customers and obtains traffic from

such a customer, the Broker then is entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from the Carrier of 30% of the transportation revenue received on the movement of the traffic.

6. Miscellaneous.

- a. In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.
- b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.
- c. This Agreement shall be executed by the Broker in the State of Ohio and shall be construed under the internal laws of the State of Ohio.
- d. This Agreement maybe executed in counterparts and a signed facsimile of this Agreement shall be considered an original for all purposes.
- e. For all purposes this Agreement, Carrier is an independent contractor, and has no Authority to act for Broker as an agent for any purposes.
- f. Carrier authorizes Interstate Express Inc. to involve Shipper, receiver, consignor or consignee for the freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Interstate Express Inc. shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges.
- g. All loads must be delivered on time and completed as requested per printed confirmation. If delivery of consigned load is delayed from requested date and time, a fine of up to 15% of agreed rate can be imposed.
- h. If for any reason a TONU (Truck Order Not Used) is issued, for any accepted, specific load, a maximum of \$100.00 will be offered to the carrier, not used, as a courtesy.
- i. Detention time will be paid only after a two-hour wait has been completed. Detention time is paid at a total of \$25.00 per hour in excess of the two-hour allotted time, loading and unloading. Proof of time must be furnished and signed by customer where detention occurred.

This agreement shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

IN WITNESS WHERE OF:

The parties have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Carrier:  
By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

Broker:  
By \_\_\_\_\_  
\_\_\_\_\_  
Chris Nardell  
\_\_\_\_\_  
Title \_\_\_\_\_

Interstate Express Inc  
PO Box 109  
Barberton, OH 44203  
330-706-9310  
330-706-1111 fax

**ACCOUNTS PAYABLE INFORMATION**

**Factoring Company** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

***If you use a factoring company please provide the mailing address below.***

PLEASE FILL OUT THE FOLLOWING INFORMATION AND FAX BACK WITH THE SIGNED CONTRACT:

**CHECK REMITTANCE ADDRESS:**

MADE PAYABLE TO: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER \_\_\_\_\_

MC NUMBER \_\_\_\_\_

**PLEASE INCLUDE W9**

\*\*\*\*\* PLEASE FAX BACK WITH SIGNED CONTRACT TO 330-706-1111\*\*\*\*\*

Interstate Express Inc.  
PO Box 109  
Barberton, Ohio 44203  
330-706-9310  
330-706-1111 fax

CARRIER NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

DISPATCHERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POWER UNITS \_\_\_\_\_ VANS - 48' \_\_\_\_\_ 53' \_\_\_\_\_ OTHER \_\_\_\_\_

REEFERS \_\_\_\_\_ FLATS \_\_\_\_\_ DROPS \_\_\_\_\_ FLATS W/SIDES & TARPS \_\_\_\_\_

WHAT AREAS ARE YOU LOOKING FOR? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_