

## **BROKER/CARRIER AGREEMENT**

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed motor carrier pursuant to Docket No. MC-\_\_\_\_\_ (hereinafter referred to as "Carrier") and \_\_\_\_\_ (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC-\_\_\_\_\_.

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
2. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
3. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing upon receipt of payment from shipper. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt, without offset.
4. Carrier warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than [\$200,000.00] per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than [\$1,000,000] as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.
5. Governing Rules. The following rules shall apply: (a) The terms of the Standard Truckload Bill of Lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370 and carrier's service conditions (see [www.\\_\\_\\_\\_\\_com](http://www._____com))); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is third party beneficiary of this Agreement.
6. Released Rates. All shipments shall be subject to a maximum cargo liability of [\$5.00] per pound, subject to a [\$200,000] per truckload maximum, unless by special written agreement.
7. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record."
8. Indemnification. Carrier agrees to indemnify and hold harmless broker and its customer from any loss, damage or claim for which carrier is adjudged legally liable.
9. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. General principles of federal transportation law apply.
10. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.
11. [Carrier agrees to not back solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (10%) commission on all traffic handled for customers first introduced to Carrier by Broker for a period of one (1) year following cancellation of this Agreement.]

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

BROKER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_