

**BROKER-CARRIER
TRANSPORTATION AGREEMENT**

Agreement made and entered into on _____ by and between: **CTL BROKERAGE, Inc.** with principal offices at **100 Perimeter Road (mailing address: P.O. Box 347 Nashua, NH 03061) Nashua, NH 03063** (hereinafter called "BROKER") and with _____ with principal offices at (herinafter called "CARRIER").

WHEREAS, **BROKER** is a registered broker of property operating pursuant to Department of Transportation Docket No. **MC412062-B** (copy annexed as Appendix A), and controls the transportation of the commodities to be tendered to **CARRIER** in accord with the criteria established in Dixie Midwest Express, 132 M.C.C. 794 (1982); and

WHEREAS, **CARRIER** is a motor carrier registered with the U.S. Department of Transportation under Docket No: _____ (copy annexed as Appendix B), and desires to furnish contract carrier service to **BROKER** and/or its customers for the transportation of general commodities;

WHEREAS the parties hereto expressly waive any or all rights and remedies under the ICC Termination Act for the transportation provided hereunder, pursuant to 49 U.S.C. § 14101(b)(1);

WHEREAS **BROKER** and **CARRIER** expressly agree and intend that this Agreement provides for specified services under specified rates and conditions;

NOW THEREFORE, **BROKER** and **CARRIER** mutually agree as follows:

1. **BROKER** agrees to tender to **CARRIER**, as a contract carrier, and **CARRIER** agrees to accept from **BROKER**, a series of shipments but not less than two shipments during the term of this Agreement.
2. In the event that **BROKER** fails to tender the said minimum number of shipments during any such period, **BROKER** agrees to pay to **CARRIER**, as liquidated damages and not as a penalty, the sum of \$25 per deficit shipment.
3. **CARRIER** shall maintain cargo insurance in the amount of \$500,000.00 to compensate **BROKER**, Shipper, Consignee or Owner of the property transported for loss or damage to property transported by **CARRIER**. **CARRIER** shall also maintain a BMC 32 Endorsement to its cargo insurance policy in the form required by the U.S. Department of Transportation in 49 CFR § 387.313. **CARRIER** agrees to furnish to **BROKER** a Certificate of Insurance which certificate shall require the insurer to give **BROKER** written notice thirty (30) days prior to any cancellation of such cargo insurance.

4. **CARRIER** shall indemnify and hold harmless the **BROKER**, and its shippers and receivers from all claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of the **BROKER's** shippers and receivers hereunder. **CARRIER** shall maintain public liability and cargo insurance in accordance with the requirements of 49 CFR Part 387 and shall furnish to **BROKER** a Certificate of Insurance which certificate shall require the insurer to give **BROKER** written notice thirty (30) days prior to any cancellation of such liability insurance.

5. Rates and charges for traffic moved under this Agreement shall be as agreed to between the parties hereto in writing and are to be contained in a schedule of rates, rules and charges (annexed hereto as Appendix C). This schedule shall also contain the conditions of, and charges for, any additional or accessorial services which may be required or performed. Or, Rates and charges for traffic moved under this agreement shall be as agreed to between the parties hereto and confirmed via fax transmittal from **CARRIER** to **BROKER**.

6. Rates may be established or amended verbally in order to meet **BROKER'S** changing shipping schedules and needs. **CARRIER** shall immediately confirm each such rate in writing by a letter or "fax" transmission, within two (2) working days of the movement of the involved freight, to **BROKER** and said document shall constitute an addendum or amendment to this Agreement.

7. **CARRIER** shall issue a written receipt or bill of lading for all shipments transported pursuant to this Agreement. The receipt shall show the kind, quantity and condition of commodities received and shall be evidence of receipt of such commodities by **CARRIER** in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. To the extent any term or condition of such receipt or bill of lading conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control resolution of disputes.

8. **CARRIER** will invoice **BROKER** for all agreed-to freight charges and accessorial charges for services rendered pursuant to this Agreement. **BROKER** will invoice the shipper or consignee for freight and accessorial charges, deduct its commission and remit the balance to **CARRIER** within fifteen (15) days of receipt from its customers.

9. The relationship of the **CARRIER** to the **BROKER** shall, at all times, be that of an independent contractor, except that **CARRIER** hereby designates **BROKER** its agent for the purpose of collecting the agreed-to freight charges from the shippers and/or consignees served pursuant to this Agreement.

10. **CARRIER** acknowledges that all matters relating to loss, damage or delay to goods are to be disposed of by it directly with the shipper, consignee or owner of the goods, and that **BROKER** assumes no responsibility for the same other than to attempt to facilitate settlements.

11. **CARRIER** agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss, subject to the provisions of 49 U.S.C. § 14706, ("Carmack Amendment") and 49 CFR § 1005 (claim regulations), such liability to exist from the time of the receipt of any of said goods by **CARRIER** until proper delivery has been made.

12. **CARRIER's** liability shall be for the original invoice value or the destination market value of the goods lost or damaged in the quantity shipped, whichever is higher, whether or not lost or damaged enroute to a purchaser. Irrespective of any provisions in **CARRIER's** tariffs or other service publications, **CARRIER's** liability for loss, damage or delay shall be determined solely by the terms of this Agreement. Any attempts to limit **CARRIER's** liability by tariff or other provisions incorporated by reference in a bill of lading or shipping document shall be deemed null and void.

13. **CARRIER** agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail, for shipper's goods without prior written agreement of **BROKER**.

14. The time limit for filing overcharge and undercharge claims on shipments moved pursuant to this contract shall be 180 days, except that clerical errors, mathematical errors, extension errors and duplicate payments may be corrected at any time. All overcharge claims and duplicate payments shall be handled and processed by **CARRIER** in accordance with 49 C.F.R. § 1008.

15. Waiver of prior undercharges: In the event an inadvertent billing error (or omission) is discovered with respect to any shipment moved by **CARRIER** for **BROKER** prior to this Agreement, **CARRIER** hereby consents to submit to the Surface Transportation Board a petition seeking a waiver of any undercharge resulting therefrom pursuant to the provisions of 49 U.S.C. § 14709.

16. **CARRIER's** Financial Reports: **CARRIER** agrees to submit to **BROKER** evidence of its financial condition acceptable to **BROKER**, on a quarterly basis.

17. This Agreement shall be effective for a period of one year from the date of execution and shall be automatically renewed for additional one-year periods unless cancelled by either party upon sixty days written notice to the other party.

18. **CARRIER** shall not solicit traffic from any shipper, consignee or customer of **BROKER** where (1) the availability of such traffic first became known to **CARRIER** as a result of **BROKER's** efforts, or (2) where the traffic of the shipper, consignee or customer of the **BROKER** was first tendered to the **CARRIER** by the **BROKER**. If **CARRIER** breaches this Agreement and "back-solicits" the **BROKER's** customers, and obtains traffic from such a customer, the **BROKER** shall be entitled, for a period of 18 months after the involved traffic first begins to move, to a commission from **CARRIER** in the amount of 25% of the transportation revenue received from such traffic.

19. This Agreement, including any appendices hereto, constitutes the entire Agreement between the parties and may be modified only as evidenced by written agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

20. To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of New Hampshire shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder, and all actions or proceedings shall be brought in the State of New Hampshire.

21. **BROKER** and **CARRIER** agree to maintain their records of transportation performed pursuant to this Agreement, and to preserve this Agreement, for a period of 42 months following the last shipment transported by **CARRIER**.

IN WITNESS WHEREOF, **BROKER** and **CARRIER** have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

BROKER
CTL Brokerage, Inc.

CARRIER

By: Richard Haney
President

By:

Title

Date

Date