

## BROKER / CARRIER AGREEMENT

THIS BROKER / CARRIER AGREEMENT ( " AGREEMENT " ) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between L.J. Rogers, Jr. Trucking, Inc. with offices at 7723 Oakwood Street Ext. Mebane, NC 27302 herein after referred to as ( " BROKER " ) and \_\_\_\_\_ with offices located at \_\_\_\_\_ herein after referred to as ( " CARRIER " ).

### RECITAL

**WHEREAS**, Broker is engaged in the performance of freight brokerage services pursuant to authority granted by the Interstate Commerce Commission ( " ICC " ) in Docket # MC - 195477 sub 2 and pursuant to various exemptions from economic regulation : and

**WHEREAS**, Carrier is engaged in providing transportation of property as a carrier pursuant to motor carrier authority issued by the ICC in Docket # MC - \_\_\_\_\_, a copy of which is attached hereto as appendix A, and

**WHEREAS**, Broker desires to arrange for carrier to provide transportation services on behalf of Broker's customers; and

**WHEREAS**, Carrier is ready, willing and able to provide such services;

**NOW THEREFORE**, In consideration of the mutual covenants contained herein, the parties agree as follows:

### TERMS AND CONITIONS

- 1. Services To Be Performed.** Broker agrees to arrange for shipment on behalf of and as agent for its customers and Carrier agrees to transport by motor vehicle from and to such points between which service may be require, subject to the availability of suitable equipment.
- 2. Minimum Tender.** This agreement contemplates a series of shipments and Broker agrees to exercise its best efforts to offer to carrier a minimum if three shipments during each year this agreement remains in effect.
- 3. Insurance.** Carrier agrees to maintain cargo and public liability insurance in at least the amounts required by the regulations of the ICC applicable to all

carries and such insurance coverage shall have no exclusions or restrictions that would not be accepted by the ICC in a filing under the requirements of 49 U. S. C. 10927. Carrier shall cause its insurance carrier to provide to Broker a Certificate of Insurance describing the cargo and public liability coverage that Carrier has in effect and certifying that such coverage will not be reduced, modified or cancelled without thirty days prior written notice to Broker.

4. **Rates and Payment.** Broker will transmit to carrier, via facsimile, a Brokers Load Confirmation Sheet for each individual load that carrier transports for broker. This confirmation will show the agreed amount for all charges associated with that particular movement. L.J. Rogers, Jr. Trucking, Inc. will handle all transactions for billing and payment. L. J. Rogers, Jr. Trucking, Inc. requires that all bills from carrier include, but not limited to, a signed copy of confirmation sheet, signed original bill of lading, and invoice for amount agreed upon on confirmation sheet. Carrier warrants that L. J. Rogers, Jr. Trucking, Inc. shall be assigned its rights of collection pursuant to all Bill of Lading contracts executed in conjunction with this agreement, and that the amount of carriers original invoice to L. J. Rogers, Jr. Trucking, Inc. represents the amount of carriers lawful chargers pursuant to any Tariff and / or schedule, less commission payable to Broker.
5. **Loss, Damage, or Delay.** Carrier shall be liable to Broker's Customer, and or to Broker as the agent or assignee of a claim of Broker's customer, for loss, damage, or delay of a shipment transported by carrier under the terms of this agreement. Carrier's liability shall begin at the time the shipment is loaded on carrier's equipment at origin, and continue until shipment is delivered to the designated consignee at destination. Carrier's liability shall be for the full value of the shipment, which shall be understood to mean the replacement cost of lost or damaged merchandise at the point at which the shipment was received by Carrier.
6. **Limitation of Liability.** Neither party will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omission is caused by strikes, acts of God, war accidents, civil disorders, or through compliance with legally constituted order of civil or military authorities.
7. **Claims.** All claims for loss, damage or delay shall be processed by carrier in accordance with the provisions of 49 CFR 1005.
8. **Arbitration.** If any dispute arises about any matter covered by the terms of this Agreement, the dispute may be referred to:

- (A) The Arbitration Procedures of the Transportation Brokers Conference of American, or, if the parties do not mutually agree to submit to these arbitration procedures, then;
  - (B) It must be submitted to the arbitration procedures of the American Arbitration Association.
- 9. Independent Contractor Status.** The relationship of all parties involved shall, at all times, be that of an independent contractor.
- 10. Effective Date and Termination.** This agreement is effective on the date first written above, and shall remain in effect for a period of one year from such date, and from year to year thereafter. Any party of this agreement can terminate this participation at any time upon not less than (30) days written notice to all other parties involved.
- 11. Non-Solicitation.** Carrier shall 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 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. If Carrier breaches this agreement and "back – solicits" the Broker's customer(s), and obtains traffic from such customer(s), the Broker is entitled, for a period of twelve (12) months after such traffic begins move, to a commission from the Carrier of fifteen (15) percent of the total transportation revenue received by Carrier on the movement(s) of the traffic.
- 12. Carrier Qualifications.** Carrier represents it is in compliance and shall remain in compliance with all statutes and regulations applicable to any of the services to be provided under this agreement.
- 13. Non – Exclusivity.** Nothing in this agreement is intended to require Broker to utilize only the services of Carrier or to require the Carrier to provide services only to the Broker.
- 14. Confidentiality.** Broker and Carrier agree that the terms and provisions of this agreement are confidential and that they will not reveal any of its contents or any information concerning the services performed within this contract without the written permission of any party involved with this contract or as may be required by law.
- 15. Indemnification.** Except for negligent or intentional acts or omissions of Broker or its agents, Carrier agrees to indemnify, defend and hold harmless Broker from and against any claim for injury tp persons, including employees

and / or agents of Carrier or damage to property, including property of Carrier, in any way arising out of the services provided or obligations assumed by Carrier under this agreement.

**16. Notifications.** Except for routine communications in the course of performance of this agreement which may derive from day to day operations, any notices sent to parties involved in this agreement shall be in writing and delivered by telecopier, certified mail, or overnight courier. Notices transmitted by telecopier shall be deemed to be received as of the date and time of acknowledgement of receipt. Notices transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient.

Notices shall be addressed as follows:

**If to Broker:**

L.J. Rogers, Jr. Trucking, Inc.  
7723 Oakwood Street Ext.  
Mebane, NC 27302

**If to Carrier:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Governing Law.** This agreement shall be governed by the laws of the state of North Carolina.

**18. Amendment or Modifications.** This agreement shall not be modified, amended or otherwise altered, in whole or part, except by a written notification signed by a duly authorized representative of each of the parties.

**19. Assignment.** No party involved shall assign this agreement or any of its respective rights or obligations under this agreement, without written consent from all parties involved in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, or authorized representatives, of the date first written above.

L.J. Rogers, Jr. Trucking, Inc. \_\_\_\_\_  
Carrier

By: Jodie Jacobs By: \_\_\_\_\_

Title: Food Planning Specialist Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_