

BROKER - CARRIER AGREEMENT

This is an agreement between ADDISON FOODS, INC. d/b/a ADDISON TRANSPORTATION ("BROKER"), a federally licensed transportation broker operating pursuant to MC-326834(B), with offices in Addison Texas and _____ ("CARRIER") a federally licensed motor carrier operating pursuant to MC-_____ with offices at _____.

In consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

1. This Agreement shall be governed by Title 49 of the United States Code, the Code of Federal Regulations and the federal common law of interstate transportation of goods. The transportation provided is deemed contract carriage regardless of carrier's actual authority. CARRIER's tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in BROKER's home State and County.
2. The term of this agreement shall be one month from date of signing and shall continue from month to month thereafter unless either party gives written notice of termination to the other. Termination will take place thirty (30) days after receipt of such notice.
3. CARRIER shall issue a Bill of Lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The terms and conditions of the Bill of Lading shall be those set forth at 49 C.F.R. §373 regardless of the actual terminology used. Failure to issue a bill of lading does not affect the liability of CARRIER.
4. CARRIER'S liability is for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. The parties expressly agree that no shipment shall move subject to released valuation unless such limitation of liability is specifically agreed to in writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required.
5. CARRIER agrees to maintain all-risk cargo liability insurance in the amount of \$100,000. CARRIER's insurance agent will supply BROKER with a Certificate of Insurance identifying any and all exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers.
6. CARRIER also agrees to maintain Worker's Compensation insurance as prescribed by the laws of the applicable state; Employer's Liability Insurance in the amount of at least \$500,000 combined single limit; Automobile Bodily Injury and Property Damage Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 combined single limit per occurrence. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.
7. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment, employees, and the means and methods of carrying out its contractual obligations. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport hazardous material, compressed household, municipal or commercial waste, any other waste material, or any other goods that could cause contamination or unsanitary conditions. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence in the protection of shipper's commodities. CARRIER shall maintain a US DOT safety rating of "Satisfactory", unless CARRIER is unrated. CARRIER agrees to notify BROKER within 24 hours of any change in CARRIER's safety rating. The CARRIER is to cover all of its expenses for operating as a CARRIER, including insurance, permits and taxes.

Carrier Initials _____
Addison Initials _____

8. CARRIER'S liability for cargo shall begin at the time cargo is loaded at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. CARRIER acknowledges that it is responsible for the loading and securing of all shipments and has the duty to inspect each shipment.
9. **INDEMNIFICATION:** CARRIER agrees to pay, indemnify, defend and hold BROKER and Broker's Customer harmless against any and all loss, damage or delay claims which are in any way caused or contributed to by intentional or negligent acts or omissions of CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any liability, costs and damages to persons and/or property which are in any way caused or contributed to by the negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondeat superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. Indemnification shall include attorneys' fees and cost, including fees and costs of enforcement of this agreement.
10. BROKER agrees to pay CARRIER at the agreed rate, as set forth in the rate confirmation, within 30 days of receipt by BROKER of CARRIER'S invoice and signed transportation documents showing timely delivery in good condition. CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges.
11. CARRIER shall have no lien for the retention of freight to secure payment of freight charges. CARRIER agrees that if it imposes a lien it will cause irreparable damage to BROKER, and/or BROKER's customers. CARRIER fully understands that if it or its agents, servants or employees, impose a lien on SHIPPER's goods it shall be responsible for all damages to the goods and for any delay, including consequential, special and incidental, or other harm to BROKER and/or BROKER's customers' reputation, including but not limited to chargeback, breach of contract or other penalties incurred by BROKER and/or its customers, including reasonable attorney fees and costs, including those for enforcement of this agreement.
12. Rates for transportation service shall be established on a per load basis. The freight charges will first be determined by an oral or electronically captured agreement between BROKER and CARRIER. BROKER shall, within two (2) days after the oral or electronically captured agreement, forward to Carrier a confirmation of the agreed rates. The rates set forth in the forwarded confirmation shall be deemed to be the rates agreed to by the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BROKER within 24 hours of any disagreement as to rates and shipment specifications.
13. CARRIER agrees that it shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If CARRIER "brokers" a shipment, CARRIER forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. To the extent BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless, BROKER and/or BROKER's customers from any and all freight charges claimed to be owed to the underlying motor carrier, including BROKER and/or its customers reasonable attorney fees or cost, including fees and costs for enforcement. CARRIER shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. §14706 regardless of whether it takes possession of the freight or was the actual carrier.

Carrier Initials _____
 Addison Initials _____

14. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge or investigate claims as required under 49 C.F.R. §370, BROKER shall be entitled to offset freight charges owed against claims.
15. BROKER and CARRIER may agree as to required transit time for each shipment. Such agreements may make the transit time obligation less or more than reasonable dispatch. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives.

Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. §395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver a shipment at the agreed delivery time, BROKER shall have the option of arranging for alternate transportation at CARRIER's expense.

16. 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 BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of 15 months after termination.
17. If a dispute arises out of or relates to this Agreement, and the parties have not been successful in resolving such dispute through negotiation, then jurisdiction and venue for suit shall be in the State or Federal court for Dallas County, Texas.
18. Neither party hereto 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 disorder, or through compliance with legally constituted order of civil or military authorities.
19. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon those whose behalf they sign.

By: _____

By: _____

Print Name _____

Print Name _____

CARRIER: _____



Title: _____

Title: _____

Date: _____

Date: _____