



Broker-Carrier Agreement

This Agreement is made and entered into this ____ day of _____, 20____, by and between Garrett Transport LLC, Hereinafter referred to as BROKER, and _____ (CARRIER), hereinafter referred to as carrier.

Recitals:

1. **Broker** is transportation broker duly licensed by the ICC (Interstate Commerce Commission) MC 1129316: US DOT 3460382.
2. **Carrier** is duly authorized as a Motor CONTRACT Carrier, MC _____, and is subject to the jurisdiction of the ICC.
3. The parties hereto desire to enter into this agreement in order to define their working relationship, which shall govern any contract between **BROKER** and **CARRIER** with respect to any freight that is brokered to the CARRIER.

Agreement:

1. Transportation of Freight: **Broker** agrees to engage **CARRIER** from time to time for the purpose of hauling freight as a **CARRIER**. **CARRIER** agrees to haul freight between points and places within their scope of operating authority. The term of this agreement shall control any shipment tendered to and accepted by **CARRIER**.
2. **TERM:** Term agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year, and from year to year hereafter, subject to the right of either party hereto to cancel or terminate this agreement at any time upon thirty (30) days written notice to the other.
3. **Obligation to CARRIER:** **CARRIER** agrees, with respect to each load tendered by **BROKER** and accepted by **CARRIER**.
 - a. **CARRIER** shall use its best effort to provide adequate transportation services to meet the distinct needs of **BROKER** and deliver each shipment promptly and efficiently for **BROKER**. Distinct Needs of **BROKER** shall be detailed on a

per shipment basis in the aforementioned load Confirmation and will also become an addendum to this AGREEMENT.

- b. **CARRIER** now has, and shall at all times all necessary permits and licenses to transport any shipments tendered by **BROKER** and accepted by **CARRIER**.
- c. **CARRIER** shall maintain a "SASISFACTORY" DOT safety rating and **CARRIER** agrees that any changes in the DOT rating will be reported immediately to Garrett Transport LLC.
- d. **CARRIER** agrees to provide liability insurances in a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence and an amount not less than \$100,000 (one hundred thousand dollars) for damage to freight in any single loss, or all insurance as required by all applicable laws, rules, or regulations, whichever is greater. **CARRIER** will, up request, furnish **BROKER** with certificates of coverage for all insurance and name Garrett Transport LLC as a certificate holder. Unless notified in writing prior to loading, it is understood and assumed that **CARRIER** has no policy exclusions pertaining to water damage of cargo and shall file proof of coverage with **BROKER**. **CARRIER** agrees to notify **BROKER** of any accident of other incident or other incident during the transport of any load which prevents **CARRIER** from making agreed upon or safe delivery.
- e. **CARRIER** will maintain Workers Compensation coverage as mandated by law and show proof thereof as requested.
- f. **CARRIER** agrees to furnish suitable equipment, at its own expense to haul each shipment and to assume all costs, expenses and liabilities incident to or arising out of maintenance, repair or operation of equipment, labor, fuel, supplies, insurance and/or accidents, and agrees to hold **BROKER** harmless from any and all costs, expenses, and liabilities. **UNDER NO CIRCUMSTANCES will CARRIER book (or double-broker) freight to another carrier. If freight is double-brokered payment will be made to the delivering carrier.**
- g. **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.
- h. **CARRIER** will be responsible to company with all applicable state and federal regulations.
- i. All shipments tendered shall be accepted on a bill of lading which shall function as a receipt of goods loaded and delivered. Upon delivery, **CARRIER** shall have consignee sign, date and time original bill of lading noting condition of shipment if damage is present. If damage is present **CARRIER** must contract **BROKER** prior to leaving consignee's facility.
- j. **CARRIER** shall be responsible for all shipments while in transit and shall hold **BROKER** harmless and shall indemnify **BROKER** against any and all claims of

Jackson County in Oregon. Each party in this Agreement specifically submits to the exclusive jurisdiction of those courts.

- d. This agreement may be executed in counterparts, and a signed copy of the counterpart of this agreement shall be considered as an original for all purposes.
- e. For all purposes of this agreement, CARRIER is an independent contactor and has no authority to act for BROKER as an agent for any purpose.

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

IN WITNESS WHEREOF

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

CARRIER:

Broker:

Garrett Transport LLC

110 Rosewood Lane

Central Point, OR 97502

Signed:

Printed Name and Title
