

## **Broker-Carrier Agreement**

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Recitals:	<ol> <li>Broker is transportation broker duly licensed by the ICC (Interstate Commerce Commission) MC 1129316: US DOT 3460382.</li> <li>Carrier is duly authorized as a Motor CONTRACT Carrier, MC, and is subject to the jurisdiction of the ICC.</li> <li>The parties hereto desire to enter into this agreement in order to define their</li> </ol>	
1.	, , , , , , , , , , , , , , , , , , , ,	
2.	•	
3.	The parties hereto desire to enter into this agreement in order to define their working relationship, which shall govern any contract between <b>BROKER</b> 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.
- 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 appliable 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

- liability resulting from the loss or damage resulting from the transportation of any shipments tendered by **BROKER** and accepted by **CARRIER**.
- k. CARRIER shall be liable for the full loss, damage, injury, and or delay on shipments tendered under the term of this agreement. Full actual loss is the replacement cost of the freight tendered for transport. All claims for loss or damage shall be handed and processed in accordance with 49 CFP Part 370. The terms, conditions or provisions of the governing bills of lading or any other shipment form, tariff or less utilized instruments, shall be subject and subordinate to this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carrier rate, rules, classification, practice, schedule or tariff.
- I. CARRIER shall not claim, and hereby waives any right to claim, and lien on any shipments tendered by BROKER and accepted by CARRIER.
- 4. Rates, Charges, and Payments: BROKER agrees to pay CARRIER for transportation under this agreement with accordance to the schedule of rates and charges as per each individual rate confirmation. BROKER agrees to pay CARRIER within 25 days of CARRIERS freight bill with attached Bill of Lading as proof of delivery (Original Bill of Lading when requested). Even though CARRIER may hold authority from the Federal Highway Administration to operate as a common carrier and CARRIER's rate and tariff's may be filed with the FHA, said rate and/or tariffs shall not under any circumstances be applicable to any shipments transported on behalf of BROKER.

## 5. Representation:

- **a. BROKER** hereby represents that it is fully authorized as a broker under licensee MC 1129316 and **BROKER** shall be duly licensed at any time it request **CARRIER** to transport a shipment under the terms of this agreement.
- **b. CARRIER** represents that it is duly authorized to engage as a contract carrier under permit MC \_\_\_\_\_ and that it shall remain duly authorized at the time of each shipment.
- **c. CARRIER** shall not solicit traffic from any shipper, consigner, and consignee or customer of **BROKER** for any reason for a period of 2 years.

## 6. Miscellaneous:

- **a.** In the event the conflict between this agreement and any other document the terms of this agreement shall have control.
- b. In the event that any clause or provision in this agreement is declared to be unenforceable the remainder of the agreement will remain in full force and effect between parties.
- c. This agreement will be executed by the **BROKER** in the state of Oregon and shall be constructed under the laws of the state of Oregon. Any lawsuit relating to this Agreement must be brought in state or federal courts in

- 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 Transpor	t LLC
	110 Rosewood La	ane
	Central Point, OR	97502
Signed:		
Printed Name and Title		