

BROKER-CARRIER AGREEMENT

This agreement made this _____ day of _____, 20____, by and between _____, herein referred to as "Carrier", M.C. # _____ EZ Freight, Inc., M.C. # 622585, herein referred to as "Broker". Carrier and Broker agree and contract as follows:

1. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment at least 10,000 pounds annually, in one or more shipments, subject to the availability of suitable equipment.
2. Each shipment tendered to Carrier pursuant to this agreement shall be to Carrier as a motor contract carrier.
3. Carrier shall provide and maintain, at its sole cost and expense, cargo and liability insurance for injury to or death of persons, damage to property, loss or theft of property, delay and such other standard provisions with a combined single limit of not less than \$1,000,000 per occurrence. The Carrier agrees it is responsible for all cargo hauled for Broker, at its full value. 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 30 days prior to the cancellations of such insurance coverage.
4. Broker agrees to pay Carrier for the transportation of freight moved under this agreement according to rates mutually agreed to at time of booking. In addition, confirmation of verbally agreed rates shall be made by the Carrier's billing and Broker's payment thereof. If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless Carrier indicates to the contrary to Broker within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed appendices to and considered a part of the rate agreement.
5. Carrier's line haul rate shall be all inclusive of total charges on a specific transaction. All requests by the Carrier for any additional payment will be allowed only if the Carrier received written confirmation from the Broker for said charges.
6. Carrier, as its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. Carrier acknowledges and agrees that it will meet the specific needs of the Broker and Broker's customers by providing the right sized trailers, at the right time, to the right pick up location and transported to the right designation at the right time. Carrier agrees to comply with specific instructions from Shipper and Consignee by way of Broker, and shall provide, when

requested, protective services, multiple stops, direct dispatch, drop shipments, inside deliveries, spotting trailers, and expedited shipments.

Carrier, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Carrier shall not cause or permit any shipment tendered there under to be transported by any other motor carrier or in substituted services by railroad or other modes of transportation. All charges due Carrier shall be forfeited if Carrier brokers to another party.

7. Carrier will be responsible to comply with all applicable D.O.T. regulations as well as all other federal and state regulations pertaining to the operations of the motor carrier.
8. Carrier shall be solely responsible for the cargo shipped from the time Shipper releases it to Carrier until it is delivered and received by Consignee. Carrier shall be liable for any loss, damage, delay, claim or theft of the cargo. Carrier gives offset rights to the Broker if legitimate claims are not paid timely. Carrier also assumes the liability of the motor carrier as provided in Title 49 of the United States Code and the US Code of Federal Regulations.
9. Carrier shall be responsible for and agrees to hold Broker harmless from and indemnify Broker for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from Carrier's actions, behavior or transportation pursuant to this agreement.
10. Carrier shall issue a Bill of Lading in its own name and will bill all charges for transportation services directly to Broker and, together with the bill, shall provide Broker with a copy of the Bill of Lading and Deliver Receipt. Broker agrees that it will endeavor to pay all such freight bills within thirty (30) days of receipt, provided there was good and timely delivery of the cargo, and neither Shipper nor Consignee has notified Broker of any claim arising from the haul.
11. Carrier agrees to support and protect Broker's efforts in performance of this agreement by refraining from any direct contact or solicitation of Broker's customers. Under no circumstances is the Carrier to bill Broker's customer. Carrier agrees to forfeit all charges on the line haul rate should he bill Broker's customer. During the term of this agreement and for a period of two (2) years after termination of the agreement. Carrier, his officers and directors, shall not, directly or indirectly, solicit or do business of a transportation nature with any of Broker's customers who are serviced by Carrier. If Carrier breaches this provision, Carrier shall be liable to Broker for all of Broker's lost income, past, present and future.
12. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection and payment of charges to Carrier. Carrier agrees that it will look only to Broker for payment if the billed party has paid Broker.
13. All provisions in this agreement are separate and divisible and in the event that any provision or clause is deemed unenforceable, the remainder of the agreement shall remain in full force and effect.

14. Carrier agrees that Broker's compensation hereunder for its services are confidential and need not be disclosed to Carrier. Carrier further agrees that it will not reveal to anyone the terms of this agreement, the pricing or transportation services, or any other details of the business conducted between Carrier and Broker.
15. This agreement represents the entire agreement between the parties and shall only be amended in writing signed by both parties. This contract shall supercede all prior agreements, written and oral, including the Bill of Lading. The parties agree that this agreement was entered in the City of Locust, North Carolina, which shall have jurisdiction and venue for any litigation arising from this agreement. Carrier agrees to pay all Broker's costs of enforcing this agreement including its attorney's fees.
16. This agreement shall be effective continuously and remain in effect until either party terminates it with no less than thirty (30) days written notice to the other party. Carrier may not assign this agreement to another party without the express written consent of Broker.
17. A facsimile (fax) copy of this agreement with faxed signatures shall serve as an original of this agreement with the same force and effect as an original. The parties acknowledge and agree that it is standard in the industry to fax this agreement between parties for completion and signatures, and that such documents shall be considered the original documents with full force and effect.
18. **COMMUNICATION.** Carrier and Broker do hereby expressly consent and permit communication via facsimile (fax), email, U.S. Mail, voice messaging and any other form so desired for the expressed purposes or enhancing and facilitation of this agreement. Both parties do hereby waive all claim or potential claims to any local, state or federal law(s) pertaining to communication to each other.
19. The signor of this agreement represents that he or she has authority to do so in behalf of the party.

Carrier:	_____	Broker: EZ Freight, Inc.
Address:	_____	PO Box 475
	_____	Locust, NC 28097
By:	_____	By: Cathy Thompson
Title:	_____	Title: President
Federal I.D. #	_____	Federal I.D. # 26-1104731
Motor Carrier #	_____	Motor Carrier # 622585