Cargo-Master
a greatwide company

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20__,by and between _____, MC# _____ a Contract Motor Carrier under authority of the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"), "CARRIER" and Cargo-Master, LLC, 12404 Park Central Drive, Suite 300S, Dallas, Texas, 75070, MC#151819, and FMCSA licensed property broker, "BROKER".

1. BROKER agrees to offer for shipment and CARRIER agrees to transport in its own equipment at least 40,000 pounds annually and such additional quantities of freight as BROKER may tender subject to the availability of suitable equipment.

2. CARRIER shall be authorized to operate as a contract motor carrier by the FMCSA and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of persons and damage to property, in a combined single limit of not less than $1,000,000 per occurrence, and for loss of or damage to freight, in an amount not less than $100,000: and any additional insurance required by applicable laws, rules and regulations without exclusions. CARRIER shall furnish to BROKER upon request a copy of each such insurance policy, and written certificates of insurance, and where applicable, a listing of all "Scheduled Autos" covered, including a description of make, model and Vehicle Identification Number.

3. BROKER agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rates set forth in writing or made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates will be made by a recap, faxed or mailed, by BROKER to CARRIER and by the CARRIER's pick up of the shipment. In addition, confirmation of any 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 as appendices to and considered a part of this agreement.

4. Whether or not CARRIER is authorized to operate, or does operate as a common carrier, each and every shipment tendered to CARRIER by BROKER shall be deemed to be a tender to CARRIER as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.

5. BROKER and CARRIER agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102, by assigning motor vehicles for a continuing period of time for the exclusive use of BROKER, or by providing specialized services or equipment designated to meet the distinctive needs of BROKER or the consignor. Such services shall include, when applicable, but shall not be limited to: protective service, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, spotting trailers, and expedited shipments.

6. CARRIER, at 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, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of BROKER, CARRIER shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad, piggyback, or any other modes of transportation, or by the Co-Brokering of said shipment. Such cause does not relieve CARRIER of the terms and conditions of this contract.

7. CARRIER will be responsible to comply with all applicable FMCSA and D.O.T regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.

8. CARRIER shall issue a bill of lading in its own name and shall be liable for loss, damage, or delay of any shipment while in the possession or control of CARRIER. CARRIER hereby assumes the liability of a motor common carrier as provided in Section 11707 of Title 49 of the United States Code, as in effect on the effective date of this agreement. The terms, conditions, or provisions of the bill of lading or any other shipping form utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern.

9. CARRIER agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this agreement, including all costs to defend claims. CARRIER also agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from personal

injury or property damage, which may occur during the operations of CARRIER pursuant to this agreement, including all costs to defend claims.

10. CARRIER will bill all charges for transportation services directly to BROKER and CARRIER shall provide BROKER with a signed original bill of lading and delivery receipt. BROKER agrees that it will endeavor to pay all freight bills for transportation performed within thirty (30) days of receipt of signed bills of lading.

11. 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.

12. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

13. CARRIER agrees that BROKER's compensation hereunder for its services is 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 of transportation services, or any other details of the business conducted between CARRIER and BROKER. CARRIER agrees that because of the confidential nature of its relationship with BROKER, CARRIER agrees not to contact or “back solicit” BROKER’s account(s) or divulge any information concerning account to any other party. Should CARRIER elect to “back solicit” BROKER’s account(s) or should divulge any information concerning account to any other party, CARRIER agrees to pay a commission of 15% (fifteen percent) of CARRIER’s gross revenue for each load hauled for a period of not less than one (1) year from the date of “back solicitation”.

14. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the State of Texas.

15. This agreement shall be deemed to be effective on the first date that CARRIER and BROKER commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

16. Any loads Co-brokered by CARRIER without the express written authorization of BROKER for the specific load in question will be grounds for immediate cancellation of our AGREEMENT and termination of any future freight services. If such co- brokering becomes known to BROKER prior to the payment of the freight charges, BROKER shall withhold payment and make settlement directly to the carrier actually transporting the shipment. Acceptance of a load as a Contract or Common CARRIER and then subcontracting the load to a third party freight or property broker will be interpreted as assignment of that load and acceptance of the conditions of this policy. Payment will be made directly to the CARRIER actually performing the transportation service.

17. CARRIER accepts full responsibility of cargo and any loss, thereof. CARRIER accepts responsibility of any overage, shortage and/or damage resulting in loss, and agrees to report same immediately upon its knowledge of such. In the event of any claim, resulting in loss to cargo or any overage, shortage or damage the cost of any and all claims, including but not limited to insurance deductibles is the total responsibility of CARRIER, as noted herein. CARRIER accepts this Contract as written consent to withhold deductible and/or any loss not covered by insurance from CARRIER’s freight settlement.

BROKER: Cargo-Master, LLC

By: _____

Printed Name:_____
Title:_____

CARRIER: _____

By: _____
(Authorized signature)

Printed Name:_____
Title:_____