

TRUCKMEN CORPORATION

BROKER-CARRIER AGREEMENT

Whereas, Truckmen Corporation is a transportation company authorized by the Federal Highway Administration (FHWA) to operate as a property broker in the interstate or foreign commerce under Docket No. MC-244591 (herein referred to as "Broker") with offices at 5449 Bishop Rd., Geneva, OH 44041; and

Whereas, _____, hereinafter called "CARRIER" with offices located at _____, holds authority issued by the FHWA under Docket No. MC-_____ to transport property as a motor contract carrier in interstate or foreign commerce (copy of permit attached), or is authorized to transport property as a motor carrier intrastate by the appropriate state regulatory authorities; and

Whereas, BROKER desires to tender freight to CARRIER, and carrier desires to accept freight from BROKER;

1. Carrier is an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in providing services. Carrier assumes full responsibility for the payment of all local, state, and federal payroll and/or withholding taxes; contributions or taxes for unemployment insurance, old age pensions, social security, workers' compensation, and other social security related protection; and all other costs related to the employment of persons engaged in the performance of transportation service. Carrier is not authorized or empowered to obligate or bind broker as to third parties in any manner whatsoever.
2. From time to time, Broker has unique, distinct, and continuing transportation needs and carrier agrees to provide motor carrier services designed to meet these needs. These needs may include flatbed service, step deck service, heavy haul service, van service, reefer service, short notice availability, delivery scheduling, detention, LTL service, stops in transit, scale requirements, rate making negotiability, over-dimension shipments, and permits securement.
3. Broker agrees to tender to Carrier, and Carrier agrees to transport, a series of shipments consisting of a minimum of two shipments per contract year.
4. The compensation which shall be paid by Broker to Carrier for the transportation services shall be agreed upon by the parties prior to the performance of any service by Carrier and set forth in a rate confirmation sheet via facsimile by Broker and received by Carrier. Carrier agrees that relates negotiated with Broker, and evidenced by Carrier's freight bill verifying such rates, shall take precedence over any published tariff rates Carrier may have on file as a common carrier. If Carrier subsequently issues a "balance-due" freight bill, or files bill, or files an undercharge claim, in an effort to collect its published tariff rates, the parties agree that the entire amount of such balance-due bill or undercharge claims shall represent a commission owned to Broker. Rules in tariffs filed and published by Carrier shall not apply to any shipment tendered by Broker.
5. Except as otherwise provided, Broker shall pay Carrier's invoices, after verification and acceptance, within thirty (30) days after Broker receives from carrier proof of delivery (without exception), the shipping order, certificates of insurance and other documents deemed necessary by Broker to secure payment from the shipper. All detention and truck ordered not used charges will not be paid to the Carrier until Broker receives payment from the customer.

6. Carrier will promptly transmit to Broker claims or notices of claims for loss or delay of shipments handled for Broker while transporting a shipment for Broker. Carrier shall also be liable for any loss, damage, injury or delay of any shipment while in the custody, possession or control of Carrier or resulting from Carrier's failure to properly perform its obligations under this agreement. Carrier's liability shall be the same as if Carrier were operating as a motor common carrier subject to the cargo liability obligations of motor common carrier. The parties acknowledge that the provisions of 49 U.S.C. 11707 and Part 1005 of title 49, Code of Federal Regulations, and the cases, regulations, and administrative rulings interpreting those provisions are applicable and controlling. The aforementioned provisions notwithstanding, Broker may withhold from compensation due Carrier amounts sufficient to satisfy claims or pending claims for loss, shortage, or damage, including pallet shortages, arising out of transportation of shipments under this agreement.
7. Carrier indemnifies, saves harmless, and defends Broker and its agents, servants, and employees against all claims, liabilities, losses, damages, cost, or expenses (including reasonable attorney's fees and expenses) arising in connection with any lawsuit, regulatory action, liability, obligation, demand or claim, or any injury to or death of person(s), or damage to or loss of property and resulting from any act and/or omission of Carrier and/or its agents, servants, and employees arising under this agreement or resulting from Carrier's failure to comply with the provisions of the agreement.
8. Carrier shall maintain comprehensive general/automobile liability insurance, public liability, and property damage and cargo insurance coverage in the minimum amounts required by law.
9. Carrier will not, without the prior written authorization of Broker, directly or indirectly, contact, communicate with, or deal with any of Broker's accounts during the term of this agreement or for the period of one (1) year following its termination.
10. This agreement shall continue in effect until termination by either party upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto enter into this agreement on this _____ day of _____, 20____, which shall be the effective date.

CARRIER:

Truckmen Corp
5449 Bishop Road
Geneva, OH 44041

Jeff Jenks, President

By:

Date: