

Motor Carrier-Broker Agreement

This agreement is made as of the _____ day of _____ 201____, by and between:
_____, a corporation, with an office at _____ (the "carrier"), and
International Transport Logistics, Inc., a Florida corporation with an office at 9485 Regency Sq. Blvd., Suite 415, Jacksonville, FL 32225 (the "Broker").

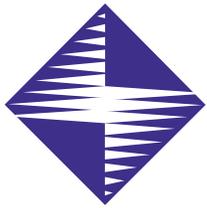
Background Facts

The following facts constitute the background for this Agreement:

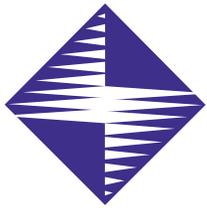
- A) Carrier is a motor carrier operating in interstate commerce, pursuant to operating authority issued to it by Permit # _____, and Broker is a duly licensed motor carrier freight broker, licensed to arrange for the transportation of property by License # **553212-B**.
- B) Broker wishes to offer certain freight to Carrier for shipment and Carrier wishes to transport such freight for Broker or Broker's customers ("Shippers") on the terms provided in this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties hereto agree that the Background Facts are true and correct and do further agree as follows:

- 1) Shipments Offered.** Broker agrees to offer for shipment and Carrier, subject to the availability of suitable equipment, agrees to transport by motor vehicle from and to such points between which service may be required such quantities of freight ("Freight") as the Broker may require.
- 2) Loss or Damage.** Carrier shall be liable to the Shipper of the Freight for loss and damage of that Freight transported under this Agreement while in the care and custody of the Carrier. Carrier also agrees that, in the transportation of any Freight pursuant to this Agreement, Carrier will assume, and does assume, the liability of an interstate common motor carrier (49 U.S.C. Section 11707) such liability to exist from the time of the receipt of any said goods by Carrier until proper delivery has been made.
- 3) Insurance.** Carrier agrees to carry, keep and maintain at its own expense cargo insurance on all Freight carried hereunder and public liability on all motor vehicles used in transporting commodities under this agreement, in such amounts as will meet the requirements of federal and state regulatory bodies having jurisdiction. In addition, Carrier shall maintain the following insurance (i) not less than the following limits for the types of insurance indicated:
 - i) Workers' Compensation Insurance in a statutory amount including Employers' Liability with a \$500,000 or greater policy limit which shall contain a waiver of subrogation in favor of Broker
 - ii) Automobile Liability Insurance with a \$1,000,000 or greater policy limit combined for bodily injury and property damage which policy shall name Broker as an additional insured,
 - iii) Commercial General Liability with a limit of \$1,000,000 or greater for each occurrence and \$2,000,000 or greater in the aggregate for bodily injury, personal and property damage which policy shall name Broker as an additional insured; and



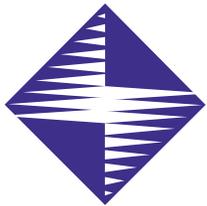
- iv) Transit Insurance insuring Freight with a limit of \$100,000 or greater, which policy shall contain a waiver of subrogation in favor of Broker. Carrier shall provide Broker with certificates evidencing this insurance, naming Broker as certificate holder in each case with a requirement of 30 day notice of cancellation.
- 4) Indemnity.** Carrier agrees to indemnify Broker from any and all liability, damages, losses and/or costs, including attorneys' fees, which Broker may incur as a result of claims by the owner and/or Shipper of the Freight or by the public at large arising out of the use, maintenance or operation of Carrier equipment transporting Freight under this agreement.
- 5) Rates.** Rates for traffic under this agreement shall be agreed to between the parties in writing. Such rates may be changed or amended verbally by mutual agreement in order to meet specific shipping schedules with a faxed or Email notice of agreement signed by the parties to be exchanged between the parties within twenty-four (24) hours after such agreement. The Carrier's freight bill, upon verification and acceptance by Broker, will serve as written confirmation of the actual charges to be paid by Broker.
- 6) Payment Terms.** The Broker shall pay the Carrier for Carrier's service at the agreed upon rates within 30 days from the later to occur of receipt of the original shipment bill of lading or shipping order, proof of delivery, and the invoice for the agreed upon transportation compensation, or the completion of the Carrier's services to which the invoice relates. Carrier's invoice shall be sent to Broker and not to the owner or Shipper of the Freight.
- 7) Independent Contractor.** It is mutually agreed that the relationship of Carrier and Broker to each other hereunder is and shall remain solely that of an independent contractor, that Carrier shall and does employ on its own behalf all persons operating motor trucks carrying commodities under this agreement, and that neither party is authorized to act for or in any manner represent itself as an agent of the other or to conduct or enter into any agreement for or on behalf of the other party.
- 8) Regulations.** Carrier is responsible to comply with all DOT regulations as well as state regulations pertaining to motor carriers. Carrier agrees that it will comply with all federal regulations pertaining to qualification of drivers and equipment and with drivers' hours of service and that its operational personnel will perform in a safe manner. Carrier further states that it holds a "satisfactory" rating from the federal Department of Transportation, and it agrees that it will not accept loads from Broker at anytime that it holds less than a "satisfactory" rating. It will also notify Broker within twenty-four (24) hours should it lose its "satisfactory" rating, with the understanding that a change in rating may be basis for termination of this Agreement by Broker immediately and without penalty.
- 9) Customer Relationship.** Carrier agrees that it will not, for a period beginning this date and ending 180 days following termination of this Agreement, (the "Protected Period") directly solicit traffic from the Shippers or receivers of Freight that was first tendered to Carrier by Broker and accepted by Carrier (each such Shipper and receiver is called a "Broker Customer"). If Carrier during the Protected Period carries any Freight for a Broker Customer, Broker shall be entitled to a commission of FIFTEEN PERCENT (15%) of the gross freight charges received by Carrier for such transportation of Freight for a Broker Customer. Any claim for commission hereunder shall be made within 30 days following the discovery by Broker of the involved movement.
- 10) Term.** This agreement shall remain in effect for a period of one (1) year from the date hereof and shall automatically renew for additional periods of one year each; provided, however, that either party to



cancel or terminate this Agreement at any time upon not less than fifteen (15) days written notice of one party to the other. Notwithstanding termination of this Agreement, the terms of §9 (Customer Relations), all monetary obligations, indemnity obligations, freight claim obligations, choice of laws, selection of courts and other obligations which by their nature would be expected to survive termination shall survive termination of this Agreement.

11) Miscellaneous.

- a) Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.
- b) Construction.** All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.
- c) Venue; Applicable Law.** The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted solely in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division, and all parties hereto do hereby agree to submit to the exclusive personal jurisdiction of such courts.
- d) Parties to Agreement; Successors and Assigns.** This is an agreement solely between the persons who are signatory parties to this Agreement. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- e) Incorporation by Reference.** All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.
- f) Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument and may be delivered by facsimile with facsimile signatures having the same effect as original ink signatures.
- g) Waivers.** Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof, or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by any other party.
- h) Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.
- i) Amendment.** This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.



**INTERNATIONAL
TRANSPORT
LOGISTICS**

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Fax. (904) 757-0969
www.shipITL.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Broker	Witness
International Transport Logistics, Inc.	
Signature: _____	_____
Print Name: _____	Signature: _____
Title: _____	Print Name: _____

Carrier	Witness
Signature: _____	_____
Print Name: _____	Signature: _____
Title: _____	Print Name: _____