



Contract Carrier Agreement

The parties hereby agree as follow:

1. Midlink Logistics LLC (Broker) Shall offer for shipment and the carrier agrees to transport by motor vehicle between such points as requested by broker, such quantities of authorized commodities as the broker may require, subject to the availability of suitable equipment.
2. The carrier agrees under this agreement to transport goods based on a mutually agreed rate negotiated on a per shipment basis by both parties. This rate shall be binding and the carrier shall be obligated to make a written or electronic document confirmation to the broker before the load is loaded, or in lieu of thereof, broker may confirm this rate, and such agreement will become an appendix to, and incorporate into this contract. The carrier hereby agrees to accept the negotiated rate and indemnify the broker and/or any of its customers or shoppers again future balance due bills.
3. The duties and obligations of the carrier, under the terms of this agreement shall be as follows:
 - A: The carrier shall provide the broker with equipment that meets Federal Dept. of Transportation standards and complies with existing Federal Safety Regulations.
 - B: The carriers agree to maintain insurance as required by State law regulations for the protection of the public and a minimum of \$100,000.00 insurance of coverage for the protection of cargo, to compensate the broker, owner of consignee for loss or damage of property belonging to them, individually or jointly, while in the control or possession of the carrier. Said insurance shall comply with all requirements for the State, and carrier shall cause a certificate of insurance to be forwarded to the broker. This certificated shall require the insurance carrier to give the broker written notice thirty (30) days prior to cancellation of insurance coverage. Furthermore, **the carrier is required to carry Auto Liability in the amount of \$1,000,000.00 with an A- & rated insurance carrier.**
 - C: Carrier shall procure and maintain at its sole cost or expense the following insurance coverages: All risk broad from motor Truck Cargo Legal Liability Coverage in the amount not less than \$100,000 per occurrence. The coverage

provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this agreement, refrigeration breakdown or lack of refrigerator fuel.

D: Carrier represents and warrants that it shall be liable to the owner of the goods for all losses, delays, destructions, thefts, damage or liability of any and all kind arising out of the transportation of any and all freight arranged by the broker, and for all losses, expenses, public damages and liability of any and all kind arising or of its violation of any terms of the contract, and for any failure on the carrier's part to comply with all applicable laws and regulations, both Federal, State and Local.

E: Carrier shall protect, defend, indemnify and save broker harmless, and pay on demand for any and all claims, losses, damages, and expenses (including reasonable attorney fees) arising out of any of its actions, or omissions in the performance of this agreement and otherwise identified herein.

F: Carrier hereby agrees that the broker's shippers and customers are a confidential business asset and agrees not to solicit broker's client. If at any time during or one year after the termination of this agreement, carrier enters into contract or agreement for transportation services with a client previously tendered by the broker to the carrier, then the carrier is to pay broker (10%) of the gross billing revenue for said service.

G: Carrier will bill broker directly for any and all transportation service provided to a shipper hereunder for the amount agreed upon. Carrier will not bill shipper directly. Carrier will issue a properly executed freight bill to the broker.

4. The duties and obligations of the broker under the terms of this agreement shall be as follows:

A: The broker will bill the shipper directly on behalf of the carrier and payment thereof by the shipper to the broker shall relieve the shipper of any liability to the carrier for non-payment. Broker shall pay the carrier directly.

B: Claims for loss or damage received by the broker on behalf of the shipper will be the responsibility of the carrier and will be handled according to the usual and customary regulations of the corresponding State. Claims, liability, and payment shall go directly to and for the benefit of the owner of the goods.

C: Broker will provide all dispatch service, i.e. delivery appointment and scheduling to the carrier up to the point in time when carriers accepts the property to be shipped.



- 5. It is the intent of both parties that the carrier and the broker shall be and remain independent contractors. Nothing herein contained shall be construed to be inconsistent with that relationship. The carrier assumes full responsibility for all salaries, insurance, taxes, pensions, and benefits of the carrier’s employees in the performance of this agreement as now and hereafter apply.
- 6. This agreement also applies to intrastate transportation where permitted.
- 7. This contract shall be interpreted in accordance with the laws of the State of Florida.
- 8. Double brokering is strictly prohibited.
- 9. This agreement is to become effective on _____ and is to remain effective for a period of two (2) years from such date and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this agreement at any time upon not less than thirty (30) days written notice of one party to the other.

Carrier: _____

Broker: Midlink Logistics LLC

Signed: _____

Signed: _____

Print: _____

Print: _____