

## Broker – Carrier Agreement

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 200\_, by and between PNL Transport (“Broker”) MC #496937 and \_\_\_\_\_ (“Carrier”).

- 1. TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive on (1) year period; provided, however, that this Agreement may be terminated at any time and giving thirty (30) days prior written notice.
- 2. CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provisions of the transportation services contemplated under this Agreement. In the event CARRIER does receive a conditional or unsatisfactory safety rating from the DOT, CARRIER agrees to notify BROKER within ten (10) days of such change. BROKER shall have the right, at its option, to terminate this Agreement immediately upon receipt of such notice of change.
- 3. SPECIFIED SERVICES.** CARRIER’s services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein.
- 4. RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by BROKER’s customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve hereunder. Such receipt shall be prima fascia evidence of receipt of such shipment in good delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provision of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this agreement. CARRIER shall notify Broker immediately of any exceptions made on the bill of lading, manifest or other receipt.
- 5. CARRIER’S OPERATIONS AND EMPLOYEES.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the “Equipment”); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.
- 6. INDEMNITY.** CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER’s failure to comply with the terms of this Agreement or CARRIER’s loading, handling, transportation, unloading or delivery of any shipments made hereunder.

7. **INSURANCE.** CARRIER represents and warrants that it shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death) and property damage in an amount not less than \$1,000,000.00 per occurrence, and claims, damage or loss of freight in an amount not less than \$100,000.00 per occurrence, and any additional insurance that may be required by applicable law. CARRIER will cause BROKER to be named as an additional insured on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.
8. **FREIGHT LOSS, DAMAGE OR DELAY.** BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, within twelve (12) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. # 370 et seq. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall however, CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim.
9. **WAIVER OF CARRIER'S LIEN.** Carrier shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.
10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Schedule of Rates and any written supplements or revisions thereto signed and agreed to be CARRIER and BROKER. Payment by BROKER will be made within twenty one (21) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. A quick pay is available to the carrier with in five (5) days of receipt of all originals at a three (3) percent charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against deduct from any payment any amount CARRIER is indebted to BROKER, including freight loss, damage and delay claims.
11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER

breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.
13. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect.
14. **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. # 14101 to the extent that such rights and remedies conflict with this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.
15. **DISPUTE RESOLUTION.** All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in Baltimore County, Maryland and the laws of the State of New Mexico or applicable federal law shall apply.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**BROKER**

**CARRIER**

**PNL Transport**

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**By:** *Linda Villanueva*

**By:** \_\_\_\_\_

**Print:** Linda D. Villanueva

**Print:** \_\_\_\_\_

**Address:**

**Address:**

**5009 Kenwood Ave**

\_\_\_\_\_

**Baltimore, MD 21206**

\_\_\_\_\_

**Fax: (410) 663-9568**

**Fax:**