

AGREEMENT BETWEEN PROPERTY BROKER AND MOTOR CARRIER

THIS AGREEMENT made and entered into this _____ day of _____, 20_____:

By and between TRYON TRUCKING, INC., hereinafter designated as BROKER, and _____
_____ hereinafter designated as CARRIER:

WITNESSETH:

WHEREAS, BROKER holds License MC-II73I3 B issued by the U.S. Dept. of Transportation which authorizes BROKER to arrange for the transportation of property (except household goods) between all points in the United States; and

WHEREAS, CARRIER is a motor contract carrier in interstate and foreign commerce under Permit MC- _____ issued by the U.S. Dept. of Transportation, a copy of which is required and

WHEREAS, CARRIER desires to utilize the services of BROKER in arranging for transportation and BROKER desires to perform such services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed that:

1. CARRIER agrees to accept lawful shipments of property offered it by BROKER, subject to the capacity of CARRIER'S equipment and facilities, to transport such shipments to the destinations designated by BROKER and to provide a service designed to meet the specialized transportation requirements or special arrangements required by the underlying shipper and/or by BROKER. In the event CARRIER is unable to supply services within the time requested by BROKER, it shall so advise BROKER and arrange to provide service at a later date, or the BROKER may, if it desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.
2. CARRIER will issue and sign a standard bill of lading or receipt acceptable to the BROKER and underlying shippers on acceptance of the goods and CARRIER assumes the liability of an interstate motor carrier from the time of receipt of said goods by the CARRIER until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and the BROKER shall appear in the "BILL TO" Section and in the "SPECIAL INSTRUCTIONS" Section as being "shipped under contract authority with the BROKER."
3. BROKER agrees to employ the CARRIER, and CARRIER agrees to transport for BROKER and its underlying shippers, not less than 100,000 pounds of freight in a series of shipments for every twelve (12) months that this contract continues in effect.
4. BROKER agrees to pay CARRIER for transportation service in accordance with the schedule of rates and charges attached and made a part of this Agreement as shown on the Broker Load Confirmation Sheet. All rates may be changed by mutual consent in writing, or the mailing or electronic transmission of confirmation of verbal adjustments, effective on the date of such mailing or transmission. CARRIER agrees that it will look exclusively to BROKER for payment of CARRIER'S rates and charges, and CARRIER hereby expressly waives any claim it may have for unpaid rates or charges against the consignor or consignees of any shipment handled under this Agreement.
5. BROKER may bill SHIPPER directly on behalf of CARRIER and payment thereof by the SHIPPER to the BROKER shall relieve the SHIPPER of any liability to the CARRIER for non-payment.
6. It is the intent of the parties that the CARRIER shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship, CARRIER agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pensions and benefits of CARRIER'S employees and agents (including owner-operators) utilized by CARRIER in the performance of this Agreement.

7. CARRIER agrees to indemnify and save harmless the BROKER from any and all claims of any nature whatsoever arising out of CARRIER'S operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of CARRIER, its employees or agents, may occur during the performance of services under this Agreement. CARRIER further agrees to maintain liability insurance in the amount not less than \$1,000,000, and furnish broker an original certificate of said insurance naming the broker as additional insured and to maintain insurance coverage for cargo loss and/or damage in the amount of \$100,000.
8. CARRIER agrees not to directly or indirectly attempt to circumvent BROKER'S relationship with any shipper or consignee. If CARRIER breaches this agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customers during the term of this agreement or for twelve (12) months thereafter, CARRIER will pay commission in the amount of ten (10) percent (10%) of the transportation revenue to BROKER. CARRIER shall provide to BROKER all documentation requested by BROKER to verify such transportation revenues.
9. Claims for loss or damage received by BROKER within any period of limitation shall be deemed timely filed with the CARRIER, provided the BROKER transmits the necessary documentation in a reasonable time to the CARRIER. Documentation which reasonably establishes the nature, extent, and value of the loss shall be deemed adequate. Claims liability and payment shall be directly to and for the benefit of the shipper/consignee.
10. This Agreement applies to regulated and unregulated commodities and services as well as interstate and Intrastate transportation (where permitted) ~ and the transportation of mixed or unmixed loads.
11. This Agreement shall be for a period of one (1) year and from year to year thereafter until cancelled by either party by thirty (30) days' written notice to the other.
12. This Agreement shall be interpreted according to the laws of the State of Ohio except that any statute or period of limitation applicable to interstate transportation shall apply. All actions affecting this Agreement shall be brought in the State of Ohio in the court of proper jurisdiction nearest the office of BROKER, and CARRIER consents to services by registered mail at its principal office as indicated below.
13. If any part or provision of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.

IN WITNESS WHEREOF, the parties by their duly authorized officers or agents have executed this Agreement on the day and year first above set forth.

BROKER

TRYON TRUCKING, INC.
 BY: KARL E. ROTHER, VP/GM



ADDRESS: P.O BOX 68
 FAIRLESS HILLS, PA 19030
 TELEPHONE: 215-295-6622 / 800-523-7168
 FAX: 215-295-7168

CARRIER

CARRIER: _____
 BY: _____
 SIGNATURE: _____
 ADDRESS: _____

 TELEPHONE: _____
 FAX: _____