

PRIDE LOGISTICS, INC.

BROKER/CARRIER TRANSPORTATION AGREEMENT

This Agreement is made by and between Pride Logistics, Inc. ("Broker") whose MC# is 650898, and _____ ("Carrier") whose MC# is _____.

1. **Shipments** - CARRIER agrees to transport the shipments by providing motor vehicles operating solely under its own authority. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein and that it will comply with all federal, state and local law regarding such services. CARRIER shall not have "Unsatisfactory" safety rating from the Federal Motor Carrier Safety Administration ("FMCSA") and shall notify BROKER of any change in its safety rating immediately upon notice from the FMCSA.

2. **Rates and Charges** - BROKER agrees to pay CARRIER at compensation rates verbally agreed upon between the parties. The verbal contract shall be reduced in writing in an Load Confirmation Sheet signed by both parties. If the Load Confirmation Sheet is not signed by the CARRIER, the rate specified by BROKER in the Load Confirmation Sheet shall control. BROKER agrees to pay CARRIER within thirty (30) days from receipt of original signed bill of lading and CARRIER's freight bill regardless of whether or not BROKER is paid by its customer unless CARRIER is in breach of its obligations hereunder. CARRIER authorizes BROKER to invoice freight charges to shipper, consignee, or third party as agent for and on the behalf of CARRIER. CARRIER may request that it be paid immediately upon receipt by BROKER of a faxed completed and executed proof of delivery. CARRIER agrees to a reduction in its rates for such a "QUICK PAY" payment. CARRIER agrees that payment of freight charges to BROKER shall relieve shipper, consignee, or third party of liability to CARRIER.

3. **Insurance and Liability** -
 - a. The CARRIER shall issue a bill of lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the CARRIER. The CARRIER's liability shall be that of a common carrier under 49 U.S.C. 14706. The terms, conditions, and provisions of the bill of lading, any other shipping form or tariff provision utilized shall be subject and subordinate to the terms of this Agreement and in the event of a conflict, this Agreement shall govern.
 - b. CARRIER agrees to maintain a minimum of (i) \$100,000 cargo insurance to compensate those parties entitled to recover under the preceding paragraph. Cargo insurance shall be in the form required by 49 C.F.R. 387.303 (c) and shall have no exclusions or restrictions that would prevent coverage for any commodity or goods, or damage to or loss thereof tendered under this Agreement and shall in all respects be identical to the cargo insurance filed in accordance with said section; (ii) \$1,000,000

automobile liability and comprehensive general liability coverage (unless CARRIER accepts any load for the handling of hazardous materials in which case it shall have \$5,000,000 minimum coverage); and (iii) statutory workers' compensation coverage and employer's liability coverage of at least \$100,000 per claim.

c. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard certificate of insurance, naming BROKER as an additional insured and requiring the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. CARRIER shall also provide BROKER with a copy of all endorsements naming it as an additional insured and, upon request, a copy of the entire policy.

d. CARRIER's liability shall begin at the time cargo is loaded onto CARRIER's equipment at point of origin, or earlier if CARRIER's employees or agents perform such loading, and continue until said cargo is delivered to the designated consignee, at destination, or to any authorized intermediate stop-off party.

e. CARRIER agrees to defend, indemnify and hold harmless BROKER against any and all loss or damage claims (including reasonable attorney's fees) on each shipment transported by CARRIER pursuant to this Agreement.

f. CARRIER's liability for loss, damage, or delay shall be determined solely by the terms of this Agreement. Any attempt by CARRIER to limit CARRIER's liability shall be deemed null and void.

4. **Hold Harmless** - CARRIER further agrees to defend, indemnify, and hold harmless BROKER against any and all liability costs and damages to persons and/or property arising out of CARRIER's operations, hereunder, including but not limited to all road, fuel, and other taxes, fees, or permits, claims by contractors or employees of CARRIER, whether related to injury, employment status or otherwise, related to the shipments transported by CARRIER and arranged by BROKER or from any breach by CARRIER of its obligations under this Agreement.
5. **Good Faith** - CARRIER agrees that any customer names, transportation rates, and similar information are deemed confidential trade secrets and therefore agrees not to back solicit such customers or reveal such information. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers or reveals such information during the term of this Agreement or within twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER a commission in the amount of twenty percent (20%) of the transportation revenue resulting from such traffic for a period of fifteen (15) months thereafter, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER also agrees that it represents itself as a contract carrier and will not double broker any freight.
6. **Hazardous Material, Garbage, or Waste** - In the event a HazMat load is offered, CARRIER will only accept it provided that CARRIER is HazMat certified, registered, and meets the standards set forth by the U.S. Department of Transportation, the FMCSA, and that its drivers are HazMat trained. When these types of loads are tendered to CARRIER, it is solely the CARRIER's and the shipper's responsibility to properly classify, describe, package, mark, and label such materials, placard motor vehicle

equipment, and otherwise fully comply with all regulations pertinent to the transportation of hazardous materials. CARRIER further agrees it has not and will not haul hazardous material, solid waste, or garbage in the same trailer that will haul food products for BROKER.

7. **Relationships** - The relationship between CARRIER and BROKER shall at all times be that of an independent contractor.
8. **Term** - This Agreement shall remain in force for one (1) year from signed date and automatically extended from year to year thereafter. Either party has the right to cancel this Agreement upon written notice.
9. **Waiver of CARRIER's Lien** - CARRIER shall not withhold any goods of BROKER's customers over any dispute as to prices, claims, or any alleged failure of BROKER to pay any charges incurred under this Agreement. CARRIER shall rely upon the general credit of BROKER, and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER's customers in the possession and control of CARRIER.
10. **Use of Trailer** - CARRIER agrees to return any trailer provided or arranged for its use by SHIPPER in the same good condition as received by CARRIER, reasonable wear and tear excepted, along with any and all other equipment belonging to BROKER or the supplier of the trailer immediately upon BROKER's request, or as set forth in the Load Confirmation Sheet, or upon termination of this Agreement at a time and place designated by BROKER. In the event such trailer is not in as good condition as it was when delivered to CARRIER, CARRIER hereby authorizes BROKER to restore the trailer to proper condition and to deduct from CARRIER's transportation charges the costs for such repairs or reconditioning. In the event CARRIER for any reason fails to comply with this provision, CARRIER agrees to reimburse BROKER for all reasonable expense and costs incurred by BROKER in recovery of such trailer and/or property from CARRIER or its drivers. CARRIER agrees that in the event it is necessary for BROKER to enter upon private property and/or remove private property in order to recover such trailer and/or property, CARRIER does hereby irrevocably grant BROKER or its duly authorized agents, permission to do so and further agrees to save and hold harmless BROKER, or its duly authorized agents, from any form of liability whatsoever in connection with such repossession. CARRIER shall be liable for, and pay and shall indemnify and hold BROKER harmless from the entire amount for each incident involving direct, indirect and consequential damage, including but not limited to personal injury and property damage claims, towing charges, replacement costs for a total loss, and reasonable attorney's fees, arising out of, or in connection with CARRIER's use of trailers provided or arranged by BROKER. CARRIER agrees and warrants that any trailer provided or arranged by BROKER will be used by CARRIER and its drivers only to transport shipments tendered to CARRIER by BROKER.
11. **Jurisdiction and Waiver** - CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. §14101 to the extent such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's

performance under this Agreement or to exercise any right or privilege shall not waive any of BROKER's rights or privileges herein. CARRIER agrees that this Agreement is created under the laws of Michigan, and any dispute relating to this contract shall be governed and construed in accordance with Michigan Substantive and/or Federal Transportation Law as applicable. Further, CARRIER agrees that any litigation relating to this contract shall be brought in the courts of the County of St. Clair, Michigan, and that CARRIER agrees to submit to the exclusive jurisdiction of the courts of said County, for any such litigation and hereby waives any jurisdictional defense, including but not limited to a claim or lack of minimum contacts with Michigan.

Signed this _____ day of _____, 20_____.

CARRIER: _____

PRIDE LOGISTICS, INC.

By: _____

By: _____

Address: _____

Address: 2373 Water Street

Port Huron, MI 48060

Phone: _____

Phone: (810) 989-9603

Fax: _____

Fax: (810) 989-9605

E-mail: _____

E-mail: Kevin@pridetrucking.com

Insurance Carrier: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____