



CONTRACT FOR TRANSPORTATION OF PROPERTY BETWEEN A PROPERTY BROKER AND A MOTOR CONTRACT CARRIER

This agreement is entered into: _____ this day of _____, 20____ by and between _____

Friesen Enterprises DBA: ALLready Logistics on ICC licensed Property Broker, Lic NO 540829. Here –in –after referred to as Broker, and _____

A Licensed ICC Contract Carrier, Lic. No. MC _____, here-in after referred to as a carrier.

CARRIER represents and warrants that it:

- A. Is a Motor contract carrier of property, authorized by the Intestate Commerce Commission, to provide transportation of property under contracts with shippers and receivers and/ or brokers of general commodities:
- B. Shall transport the property, subject to the terms of this Agreement, solely as a contract carrier:
- C. The representations made herein are for the purpose of inducing BROKER to enter into this Agreement:
- D. Has and will maintain, while this Agreement is in effect, cargo personal injury and public liability insurance as described below.
- E. Has authorized the person signing this Agreement to do so.

This Agreement is entered into for the mutual benefit of the parties, and BROKER shall provide CARRIER with at least one (1) shipment (or load) of freight annually. This agreement shall be deemed to “cover” all shipments and shall constitute a series of shipments transported hereunder. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges contained in CARRIER’S ALERT sent to carrier after every load schedule. Additional rates for truckloads or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions shipper needs, BROKER needs, and/or specific shipping schedules as mutually agreed upon and shall be confirmed in writing (or by fax /or e-mail) by both parties.

Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it.

BROKER agrees to pay CARRIER for its services rendered hereunder, in accordance with rates set forth above. within Thirty (30) days of receipt of CARRIER’S invoice. A signed delivery receipt and Bill of Lading MUST accompany by each freight bill.

Any delays at loading and/or unloading MUST be communicated by phone to Allready Logistics to be approving for payment. CARRIER provides 2 hours without charge for each loading and unloading.

CARRIER MUST not broker load to other carriers unless you inform Allready Logistics ahead of time.

BROKER, as an independent contractor serves shipper and receiver customers on a continuing basis which have individually and collectively, varying and distinct transportation needs for shipments between and among various geographic points throughout the United States. Which from time to time require dedication of equipment, refrigerates, containerized, bulk or other specialized equipment. Short notice driver/ equipment availability, driver loading/unloading requirements, drop shipments, internal deliveries. Weekend/holiday shipments and deliveries, pulling and spotting trailers, priority traffic and expedited service, special identification, cargo liability insurance claims, credit and payment terms, ratemaking negotiability. Mutual rate adjustment rates and charge stigmatization and agreement, as well as electronic data interchange (EDI), and for those reasons BROKER both derivatively for shipper customers and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor carriers; in order to serve the varied special, distinct and continuing transportation needs for itself and its several shipper customers. All of which form an integral part of the BROKER’S customer base of both shippers and motor carriers.

CARRIER REPRESENTS, WARRANTS AND AGREES THAT IT SHALL BE LIABLE TO BROKER AS FOLLOWS:

1. For all losses, delays, destruction, theft, damage or liability of any kind to or for all freight, the transportation of which has been arranged by BROKER, arising out of CARRIERS transportation, or failure to transport, such freight; and
2. For all losses, expenses or liability of any kind arising out of CARRIERS violation of any of the terms of this Agreement; and
3. For any failure on CARRIERS part to comply with all applicable laws, regulations, federal, state and local; and
4. That it shall protect, defend, indemnity and save BROKER harmless from any and all claims, loss, damage, expenses, or liability including reasonable attorney’s fees, arising out of any of its actions or omissions in the performance of this agreement including, but not limited to those described above.

CARRIER shall furnish BROKER with certificate of insurance or insurance policies, protecting BROKER from the risks identified herein, providing thirty (30) days of advanced notice of cancellation or termination and unless otherwise agreed; subject to the following minimum limits: public liability and public vehicle liability \$1,000,000; property damage \$100,000; cargo damage/loss \$10,000 TO \$100,000 . The certificates or policies shall be in a form acceptable to BROKER and which comply with minimum requirements of ICC and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit liability to the insurance limits set forth above.

CARRIER shall issue an uniformed standard bill of lading in compliance with 49 U.S.C. §81, and 49 C.F.R. §1035. For the property it receives from transportation under this Agreement, and shall be liable to the person so entitled to recover under a bill of lading. Failure to issue a bill of lading shall not affect the liability of CARRIER. CARRIER; liability shall be the same as a common carriers liability under 49 U.S.C. §11707. In the event of a conflict between the terms on a bill of lading and this Agreement, this Agreement shall control. CARRIER will not insert BROKER’S name on the bill of lading without BROKERS written consent.

In the event of default by CARRIER of any of the provisions of this agreement, occasioned by CARRIERS bankruptcy. BROKER shall have the right to withhold and set off of any payment owed to BROKER and/or received from shippers, which BROKER is obligated to pay CARRIER. Said right of withholding and/or set off is not an exclusive remedy and BROKER shall have and may exercise any and all other remedies it might have at law or in equity against CARRIER. Unless preempted by federal bankruptcy law, and unless otherwise controlled by ICC laws and regulations, the laws of the state of Idaho shall be controlling in the event of defaults or disputes arising out of this agreement.

The parties acknowledge and agree that; motor contract carrier service provided by CARRIER hereunder is accomplished (1) by assigning motor vehicles for a continuing period of time for the exclusive use of BROKER or (2) providing services designed to meet the distinct needs of BROKER. BROKERS distinct needs include (but are not limited to) the assumption of full liability for actual loss of or injury to the property tendered; (2) agreement to indemnify BROKER to any losses arising out of violation of this agreement; (3) the provisions of cargo insurance in a form acceptable to BROKER; (4) the agreement to charge BROKER at rates agreed upon the dates of shipments were offered to CARRIER; (5) the Agreement to accept

time sensitive shipments; (6) Pallet exchange arrangements; (7) the tailoring of CARRIERS services to satisfy the specific needs of BROKER'S shipper customers. Except where equipment is assigned to the exclusive use of BROKER, CARRIER may obtain maximum load factors, reduce the amount of excess linehaul capacity, and obtain maximum efficiency of fuel use by commingling freight being transported under this Agreement with its common carrier operations. Any such commingling shall not convert the relationship of the parties, or the nature of the transportation provided under this Agreement to common carriage.

Non-Solicitation

Both parties hereto expressly agree that neither shall solicit business from nor perform services directly or indirectly on behalf of any shipper introduced by the other party.

It is further agreed that this non-competitive provision shall be in force and effect during the term of this agreement and for a period of one (1) year from and after the date of the termination of this agreement.

Terms: The terms of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days written notice by either party at any time.

ENTIRE AGREEMENT: Except for billing invoices, exhibit A and its amendments (if any), and receipt of payment documents referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the parties and supercedes all prior agreements, arrangements, and understandings of the parties relating to the subject matter herein.

In the event that any part, term or provision of the Agreement is by a Court of law or equity held to be illegal, unenforceable or in conflict with any applicable law or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held invalid.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

CARRIER: _____

ADDRESS: _____

CITY/ST: _____

ICC/MC #: _____ FED ID #: _____

BY ITS: _____

SIGNATURE _____

Friesen Enterprises Inc
DBA: ALLready Logistics
2933 Fairview Ln.
American Falls, ID 83211
Voice: 208-226-2068
Fax: 208-226-7652

BY ITS: _____

SIGNATURE _____