



CARRIER CONTRACT AGREEMENT

THIS AGREEMENT made on this date of _____, 20_____(“Effective Date”) by and between GSA Transportation, LLC, hereinafter called “BROKER.”, and _____, a Motor Carrier, hereinafter called “CARRIER”.

WITNESSETH:

1. CARRIER is a motor contract carrier of property duly authorized by the Federal Highway Administrations (FHWA), under Permit No. MC-_____, (a copy of which permit is attached hereto and made a part here of) to provide compensated contract transportation of property for shippers consignor) and receivers (consignee) of general commodities, and hold itself out to the public as such.
2. BROKER is a freight broker, duly authorized by the FHWA under License No. MC-847304 (a copy of which license is attached hereto and made part hereof), to arrange for the transportation of property by motor carrier on behalf of motor carrier, consignor or consignee, and for the purpose of contract carriage sufficiently controls the transportation of commodities to be tendered to CARRIER under this agreement.
3. BROKER agrees to offer for shipment and CARRIER agrees to transport in its own equipment at least 100,000 pounds annually in a series of shipments and such additional quantities of freight as BROKER may tender, subject to the availability of suitable equipment.
4. CARRIER shall be authorized to operate as a contract motor carrier by the Federal Highway Administration and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of persons and damage to property, in a combined single limit of not less than \$1,000,000 per occurrence, worker’s compensation coverage for all personnel employed by CARRIER in connection with its transportation operations under this agreement, and for loss of or damage to freight, in an amount not less than \$100,000; and any additional insurance required by applicable laws, rules and regulations. CARRIER shall furnish to BROKER. upon request, a copy of each such insurance policy, and written certificates of insurance. BROKER is to be named as a Certificate Holder on such Certificate using standard ACCORD form. Such certificate shall provide that BROKER shall be given thirty (30) days prior written notice of the cancellation or non-renewal of such insurance or reduction in the limits of such insurance.
5. CARRIER shall agree that, at no time during the term of its contract with BROKER., shall it have an “Unsatisfactory” safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If CARRIER receives an “Unsatisfactory” or “Conditional” safety rating it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an “Unsatisfactory” safety rating in the performance of this Agreement.

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6. BROKER agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rates agreed upon in writing (i.e.: Carrier Rate Confirmation). Modifications or additions to these rates may be agreed to in writing to meet specific shipping schedules. Signed Rate Confirmations MUST be received PRIOR to CARRIER picking up freight. If BROKER pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless CARRIER indicates to the contrary to BROKER within thirty (30) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed as appendices to and considered a part of this agreement.
7. Whether or not CARRIER is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to CARRIER by BROKER shall be deemed to be a tender to CARRIER as a motor carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
8. BROKER and CARRIER agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of BROKER or by providing specialized services or equipment designated to meet the distinctive needs of BROKER or the consignor. Such services shall include, when applicable, but shall not be limited to: protective service, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, spotting trailers, expedited shipments, etc.
9. CARRIER acknowledges that it will accept and transport shipments of Cargo in its capacity as a motor carrier and not as a broker (even if it is also duly registered as a broker of property – i.e.: No DOUBLE BROKERING). Carrier agrees not to interline or use other motor carriers or brokers or to use substituted service of any type with out prior written authorization from BROKER. CARRIER shall issue a through bill of lading to the ultimate destination and shall be liable for loss, damage or delay regardless of the number of separate contracts of carriage entered into by CARRIER with connecting carriers or cartage agents, whether with or without BROKER authorization. Carrier agrees to use only vehicles and other equipment which are in good condition and repair, in compliance with applicable laws and regulations and suitable for the safe and efficient transportation of Cargo.
10. CARRIER will be responsible to comply with all applicable Federal Highway Administration and Department of Transportation regulations as well as other federal and state regulations pertaining to the operations and safety management of a motor carrier.
11. CARRIER agrees that it will be responsible for any compensatory fees charged by BROKER due to delays caused by negligible dispatch, short-notice truck cancellation or improper equipment.

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12. CARRIER shall issue a bill-of-lading in its own name and shall be liable for loss, damage or delay of any shipment while in the possession or control of CARRIER. CARRIER hereby assumes the liability of a motor common carrier as provided in Section 11707 of Title 49 of the United States Code as in effect on the effective date of this agreement. All claims and loss and damage and salvage shall be handled and processed in accordance with the regulations of the FHWA as published in the Code of Federal Regulations (49 C.F.R. 1005). The liability under this agreement shall be for the full value of the property lost or damaged. Full value of lost or damaged items shall mean the replacement cost established by the trade sale or other invoice documentation, plus any additional transportation costs.
13. CARRIER agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this agreement including all costs to defend claims. CARRIER also agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from personal injury or property damage which may occur during the operations of CARRIER pursuant to this agreement including all costs to defend claims. BROKER shall have the right to deduct from any and all sums due CARRIER hereunder the value of any such claim if it is not resolved by CARRIER in a timely manner.
14. CARRIER will bill all charges for transportation services directly to BROKER and CARRIER shall provide BROKER with original signed bill of lading and delivery receipt. BROKER agrees that it will endeavor to pay all freight bills for transportation performed within thirty (30) days of receipt carrier's invoice, Carrier Rate Confirmation, and original signed bill of lading and delivery receipt.
15. CARRIER, as well as its operating divisions, affiliates or subsidiaries agrees to support and protect BROKERS efforts in performance of this agreement by refraining from any direct contact or solicitation of BROKERS customers. During the term of the agreement and for a period of two (2) years from the time of the termination of this agreement, CARRIER shall not, directly or indirectly, solicit or do business of a transportation nature with any of BROKERS customers who are serviced by CARRIER as a result of this agreement unless otherwise agreed to in writing. CARRIER shall burden one hundred (100%) of BROKERS attorney fees and legal costs resulting from a breach of this agreement.
16. The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, except that BROKER shall be the agent for CARRIER for the collection and payment of charges to CARRIER. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER'S invoices and that, under no circumstance, will CARRIER seek payment from the shipper or consignee.
17. CARRIER shall have no lien on any shipments.

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- 18. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.
- 19. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under laws of the State of Michigan.
- 20. Neither party to this agreement may adding their rights or obligations under this agreement without the express written consent of the other party.
- 21. This agreement shall be binding upon the parties hereto their legal representatives, successors, heirs, and authorized signers.
- 22. This agreement shall be deemed to be effective on the date on page 1 of this agreement or commenced doing business together, whichever is earlier, and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This agreement shall be effective continuously subject to the right of either party to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

<p>CARRIER:</p> <p>CARRIER NAME: _____</p> <p>AUTHORIZED SIGNATURE: _____ (I hereby acknowledge by my signature that I am duly authorized to sign legal binding agreements on behalf of the above-mentioned carrier)</p> <p>PRINT NAME: _____ TITLE: _____</p> <p>WITNESS: _____</p>

<p>BROKER:</p> <p>GSA TRANSPORTATION, LLC PO Box 696 Wayne, MI. 4818-06964</p> <p>BY: <i>Mark J. Simpson</i></p> <p>ITS: President</p>

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