



BROKER-CONTRACT CARRIER AGREEMENT

On this ____ day of _____, 20____, this **CONTRACT** was made between **Bee Line Logistics, Inc.** a licensed property broker, {now known throughout this contract as **BROKER**}, and _____, {now known throughout this contract as **CARRIER**}, MC# _____, an I.C.C. licensed Motor Carrier.

1. **BROKER** agrees to offer shipment and **CARRIER** agrees to transport in its own equipment as may it tender subject to the availability of suitable equipment.
2. **CARRIER** has the authority from the I.C.C. to operate as a licensed motor carrier and will maintain this authority and insurance for the protection of cargo in the minimum amount of \$100,000. The amount of cargo insurance required may be increased by notification to meet the added valuation of specific shipments. Cargo insurance shall be in the form required by state and government regulations, and shall have no exclusions or restrictions that would not be accepted by the I.C.C. for filing under statutory requirements.
3. **BROKER** agrees to pay **CARRIER** for the transportation of freight moved under contract in accordance with the rates set forth in the agreed rate sheet attached hereto and made a part hereof. Modifications or additions to these rates may be agreed in writing or may be made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates must be made by a recap faxed or mailed by **BROKER** to **CARRIER** and by **CARRIER'S** pickup of that shipment. In addition, confirmation of any verbally agreed rates shall be made by **CARRIER'S** billing and **BROKER'S** payment thereof. 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 {60} days of its receipt of payment. All modifications and the 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 addendum to and considered a part of this agreement.
4. **BROKER** and **CARRIER** agree that transportation services hereunder are to be in compliance with state and government regulations 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 cosignor. Such services shall include, when applicable, but shall not be limited to: protective services, multiple stops in transit, direct dispatch, dropped shipments, inside deliveries, spotting trailers, and expedited shipments.

MAIN OFFICE

4566 State Route 11, Ellenburg Depot, New York 12935 • Ph: 518-907-4472 / 1-800-594-7043 • Fax: 518-594-7127
Mailing Address: P.O. Box 172, Ellenburg Depot, New York 12935

WAREHOUSE LOCATIONS

1 5 Lincoln Boulevard, Rouses Point, New York 12979 • 18 Industrial Road Alburgh, Vermont 05440
2 Lawrence Paquette Drive, Champlain, New York 12919



5. **CARRIER** will be responsible to comply with all applicable I.C.C. and D. O.T. regulations as well as other federal or state regulations pertaining to the operations of a **MOTOR CARRIER**.
6. **CARRIER** shall issue a bill of lading in its own name and shall be liable to the owner of the freight for full actual loss and damage to the freight transported under this agreement while in the care or custody of the **CARRIER**. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the I.C.C. as published in the Code of Federal Regulations. Broker shall have a right of set-off against fees due Carrier for all amount due by carrier hereunder.
7. **CARRIER** agrees to hold **BROKER** harmless from any indemnifies **BROKER** for any liability resulting from loss or damage to any freight transported by **CARRIER** pursuant to this agreement including all cost to defend claims. **CARRIER** also agrees to hold **BROKER** harmless from an 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 cost to defend claims.
8. **CARRIER** will bill all charges for transportation services directly to **BROKER** and **CARRIER** shall provide **BROKER** with the original Bill of Lading and delivery receipts.
9. **BROKER** will identify its customers to **CARRIER** as each first load from each customer is offered to **CARRIER**. If **CARRIER** accepts the load and moves the freight this will acknowledge that this new customer is a **BROKER** customer. **CARRIER** had ten {10} days after such "first load" moves to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.
10. **CARRIER** agrees to support and protect **BROKER'S** efforts in performance of this agreement by refraining from any direct contact or solicitation of **BROKER'S** Customers. During the term of the agreement and for a period of two {2} years from the time of termination of this agreement, **CARRIER** shall not, directly or indirectly solicit or do business of a transportation or warehousing nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this agreement unless otherwise agreed to in writing.
11. 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 it will look only to **BROKER** for payment if the billed party has paid **BROKER**.
12. In cases where, after movement of freight, the ultimate payer of the freight charges for any reason defaults of payment, **CARRIER** and/or **BROKER**, after both parties agree in writing, may proceed against the debtor.

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13. Obligations of this agreement are separate and divisible and in the even that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effort.
14. **CARRIER** agrees that **BROKER'S** compensation hereunder for it's services are confidential and need not be disclosed to **CARRIER**, **CARRIER** further agrees that it will not reveal to anyone the terms of this agreement, the pricing of transportation service, or any other details of the business conducted between **CARRIER** and **BROKER**. If **CARRIER** breached this agreement and "back solicits" the **BROKER'S** customers, and obtains traffic from such a customer, the **BROKER** then is entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from **CARRIER** of 15% of the transportation revenue received in the movement of the traffic.
15. This contract is binding upon the parties hereto, their successors and assigns, and shall be constructed under the laws of the State of New York.
16. This agreement shall be deemed to be effective on the first date that **CARRIER** and **BROKER** commenced business together and the parties agree the provisions contained herein properly express and memorialized the complete understanding of the parties hereto as contained in all prior agreements, both verbal or in writing. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty {30} days written notice or one party to the other.
17. **CARRIER** agrees that **BROKER** may publicly report this breach of the contract, if it occurs, to any trade association or publication, and the facts as to the breach may be published.

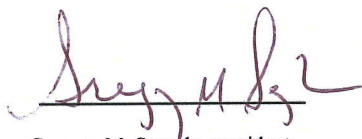
IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed as of the day and year first written above.

BROKER:

CARRIER:

**PO Box 172
4566 State Route 11
Ellenburg Depot, NY 12935**

BY:



Gregory M. Sample, president

BY:

Above signer warrants authority to sign on behalf of company.

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