

**CONTRACT FOR TRANSPORTATION SERVICES BETWEEN:  
TENNESSEE TRUCKING AND LOGISTICS (BROKER) AND CARRIER**

This contract made and entered into, by and between Tennessee Trucking and Logistics, 501 W. 10th Street, Trenton, TN 38382 referred to as "BROKER" and \_\_\_\_\_ hereinafter referred to as "CARRIER"

**WITNESSETH**

**(1) CARRIER** certifies that it is a contract carrier authorized to transport general Commodities in Interstate Commerce under ICC permit no. MC\_\_\_\_\_. And agrees to provide transportation service for a series of shipments, arranged by **BROKER** for a period of one (1) year. Automatically renewable annually for one (1) year unless otherwise cancelled as a result of **CARRIER'S** bankruptcy or **CARRIER'S** assignment for benefit of creditors. The relationship Of the **CARRIER** to the **BROKER** shall at all time, be that of an independent contractor. The **CARRIER** hereby agrees to indemnify the **BROKER** harmless from any losses or claims arising from actions or omissions on the part of the **CARRIER**. Either party may terminate this agreement by giving the other ten (10) days written notice via certified mail.

**(2) CARRIER** agrees to comply with all laws, rules and regulations of the **FHWA/DOT** regarding Transportation service necessary to be performed hereunder, including the maintance of public Liability insurance as required by law and it will provide insurance for the protection of cargo (See paragraph 8). **CARRIER** agrees to cause its insurance carrier to forward an original certificate Of such insurance to **BROKER**, and further agrees that **BROKER** shall receive written notice thirty (30) days prior to any adjustment or cancellation of such insurance.

**(3)** This contract expressly negates any terms and conditions on the signed bill of lading issued by **CARRIER**, which are inconsistent with the provisions of this agreement.

**(4) BROKER** agrees to pay monthly agreed upon compensation direct to carrier for its transportation services. Such compensation may be agreed upon verbally with such agreement confirmed by showing same on their freight bill. **CARRIER** shall cause all bills of lading to show the actual carrier, consignor, consignee and notation of "being shipped under contract authority". **BROKER** shall not be shown on shipping documents in any capacity other than in the "bill to" section when applicable, or in "special instructions". Said rates of compensation shall be the applicable rates as opposed to rates set out in **CARRIER'S** common carrier tariffs. Rates may be modified by verbal agreement, provided such rates are set forth on the freight bill. **CARRIER** shall issue said billing to **BROKER WITHIN SEVEN (7)** days of movement. Said verbal rates shall be deemed confirmed and final by **BROKER** and **CARRIER** unless either party objects to same within thirty (30) days of the receipt of the freight bill by **BROKER**, **CARRIER** agrees that it has made a full audit of all previous freight bills future on bills not objected to within the stated thirty (30) daytime frame. **CARRIER** will not bill shipper unless **BROKER** agrees in writing; otherwise only **BROKER** may bill the shipper or customer. Failure to show contract carrier status shall not negate this agreement. "**CARRIER**" authorizes **BROKER** to invoice shipper, receiver, consignor, consignee of any liability to the **CARRIER** for nonpayment of charger.

**(5) BROKER** agrees that it shall make payment to **CARRIER** thirty (30) days after original invoice is presented to **BROKER** provided that accurate backup paperwork, i.e. bill of lading, freight bill and original proof of delivery is also submitted.

**(6)** Rates and charges for traffic movement under this agreement shall be as agreed between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by **BROKER**, acknowledged and accepted by **CARRIER**, and attached to this agreement as Appendix "A". Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time and similarly acknowledged. This schedule shall also contain the terms and conditions of and charges for any additional or accessorial services, which may be required to perform.

**(7) CARRIER** agreed to not back-solicit traffic from any shipper, consignor, consignee, or customer of the **BROKER** where (a) the availability of such traffic first became known to the **CARRIER** as a result of **BROKER'S** efforts, or (b) where such traffic was first tendered to the **CARRIER** by the **BROKER**. If **CARRIER** "back-solicits" the **BROKER'S** customers directly and indirectly then **BROKER** is entitled, for a period of twelve (12) months after the involve traffic first began to move directly by **CARRIER**, to a commission from the **CARRIER** of 10% of such total transportation revenue.

**(8) CARRIER** agrees to carry and keep in full force at all times, at its own expense, cargo insurance in such amounts as will fully cover the shipment for the full, actual loss of, damage to, or shortage in the commodities tendered by **BROKER**, as shippers agent to **CARRIER** shall be liable directly to shipper for the full actual loss of, damages to, and shortage to the commodities tendered by **SHIPPER**, irrespective of any released rates values with **CARRIER** may have published in its tariffs or is contained in its bill of lading, meaning hereby to be governed by the terms of this contract. **BROKER** assumes no liability, for loss of damages to the transported property. Claim liability shall be directly between the **CARRIER** and the **SHIPPER**. Rules and regulations for procedures and periods of limitations for cargo claims and claims related to charges shall be the same as those applicable to the **FHWA** common carrier.

**(9) CARRIER** may provide transportation services for other licensed **BROKERS** (and their customers); **BROKER** understands that no contract of exclusivity implied. **CARRIER** agrees that customers from **BROKERS** are to be kept confidential and will not share information from **BROKER** to **BROKER**.

**(10)** This contract may not be assigned, transferred, changed or amended by either party, without the written consent of the other. Only the **CARRIER** may transport commodities described herein: **CARRIER** may not trip lease, co-broker or cause other carriers to haul its assigned freight, unless agreed upon in writing with **BROKER** in advance.

**(11) CARRIER** and **BROKER** will comply with the provision of **CARRIER'S FHWA** Rules and Regulations tariff, providing such exists and does not conflict with any provision of this agreement.

**(12)** This agreement shall be preserved by **CARRIER** for one year after termination and shall be governed as to its validity, interpretation and effect by the laws of the State of Tennessee, Except that any statute of period of limitation applicable to interstate transportation shall apply and any action brought by either **CARRIER** or **BROKER** under the terms of this contract, shall be brought to Gibson County, TN. If any part or provisions of this contract is determined to be contrary to the laws or regulation of any jurisdictions, such determinations shall not affect the validity of any other stipulation of this agreement.

**TENNESSEE TRUCKING AND LOGISTICS:**  
**501 W. 10th STREET**  
**TRENTON, TN. 38382**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CARRIER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_