



## BROKER / CARRIER AGREEMENT

This Broker / Carrier Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pexa Logistics, LLC., a licensed property broker authorized by the Federal Motor Carrier Safety Administration (“FMCSA”) under MC-889854, hereinafter referred to as “BROKER”; and \_\_\_\_\_, a licensed motor carrier authorized by the FMCSA under MC-\_\_\_\_\_, hereinafter referred to as “CARRIER”.

1. BROKER agrees to arrange shipment, and CARRIER agrees to transport in its own equipment, various shipments of freight.
2. CARRIER is a licensed motor carrier of property duly authorized by the FMCSA of the U.S. Department of Transportation (“USDOT”) to operate as a contract carrier under the permit number referenced above, a copy of which is attached hereto and made part of, to provide compensated contract transportation of property of shippers (consignors) and receivers (consignees) of general commodities, and holds itself out to the public as such; and will maintain the authority and insurance for the protection of the cargo and the public in not less than the following amounts:
  - a. **Cargo insurance** in an amount not less than \$100,000 (one hundred thousand dollars). The amount of the cargo insurance required may be increased by notification to meet the added valuation of specific shipment. Cargo insurance shall be in the form required by applicable law and shall have no exclusions or restrictions that would not be accepted by the USDOT for filing under statutory requirements; and
  - b. **Primary public liability insurance** in an amount sufficient to cover any and all liability risk associated with its activities and operations in connection with its transportation services under this Agreement, but in no event in an amount less than those prescribed by applicable statutes and regulations of the USDOT of \$1,000,000 (one million dollars), whichever is greater; and
  - c. **Automobile Liability insurance** (including contractual coverage for the liabilities assumed herein) to include any auto, or all owned, non-owned and hired autos, covering bodily injury (including injury resulting in death) and loss of or damage to property (including environmental restoration), in an amount not less than \$1,000,000 (one million dollars) combined single limit per occurrence; and
  - d. **Worker’s Compensation insurance** in the amounts required by statute in the jurisdictions where the services hereunder will be performed, and Employer’s Liability insurance in an amount not less than \$500,000 (five hundred thousand dollars) per occurrence.
3. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard certificate of insurance which certificate shall require the insurance carrier to give BROKER written notice ten (10) days prior to the cancellation of such insurance.
4. BROKER agrees to pay CARRIER for the transportation of freight moved under this Agreement in accordance with the rates set forth in the Carrier Rate Confirmation. Modifications or additions to these rates may be agreed to in writing and faxed or emailed to BROKER by the CARRIER within five (5) business days and confirmed by the CARRIER by pickup of the shipment. If BROKER pays the freight



invoice in a reduced amount, such amount will constitute the agreed rate, unless CARRIER indicates to the contrary in writing to BROKER within sixty (60) days of its receipt of payment. All modifications and additions to the rates made in writing or established by the billing and payment by the parties together with the underlying freight bills shall be deemed an addendum to and considered part of this Agreement.

5. CARRIER represents and warrants to BROKER that it is in, and shall maintain compliance during the term of this Agreement with all applicable federal, state and local laws and regulations including but not limited to all rules and regulations promulgated by the USDOT, FMCSA, and all other Federal, State and local agencies having jurisdiction over the transportation services to be performed. CARRIER shall defend, indemnify and hold BROKER and its customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature whatsoever resulting from CARRIER's failure to comply with all such laws, rules, regulations and ordinances.
6. CARRIER shall, on each movement, issue a uniform bill of lading in accordance with 49 USC 801 and 49 CFR 373.101; each shipment shall move under the terms and conditions of said bill of lading.
7. CARRIER shall be liable to the owner of the freight for the full actual loss and damage to the freight transported under this Agreement while in the care, custody and control of the CARRIER. All claims for loss and damage and salvage shall be handled and processed in accordance with 49 CFR Part 370; Cargo claims liability will be processed and handled as set forth in the Carmack Amendment (49 USC 14706). CARRIER shall acknowledge receipt of all such claims within thirty (30) days, and shall settle or resolve all claims within sixty (60) days of receipt. BROKER reserves the right to withhold payment of any money due for services rendered by CARRIER where claim liability is disputed, until BROKER and CARRIER come to a mutual understanding.
8. CARRIER agrees to hold BROKER harmless and indemnify BROKER for any and all 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 and indemnify BROKER for any liability resulting from personal injury or property damage, which may occur during the operation of the CARRIER pursuant to this Agreement, including all costs to defend claims.
9. CARRIER will bill all charges for transportation services directly to BROKER and CARRIER shall provide BROKER with an original or legible copy of the signed bill of lading and the signed delivery receipt. BROKER agrees to pay CARRIER within thirty (30) days of receipt of the bill of lading, a clean (no claims noted) delivery receipt and the CARRIER invoice.
10. BROKER will identify its customers to CARRIER as each load for each customer is offered to CARRIER. If the CARRIER accepts the load and moves the freight, this will acknowledge that this new customer is a BROKER customer. CARRIER has ten (10) days after such "FIRST LOAD" moves to challenge, in writing, why the customer should not be considered the BROKER's customer. In the event of a challenge, BROKER and CARRIER will agree in writing how this customer will be handled. CARRIER agrees to support and protect BROKER's effort in performance of this Agreement by refraining from any direct contact or solicitation of BROKER's customers. During the terms 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 by BROKER in writing.



- 11. CARRIER agrees that it will not assign, re-broker or subcontract any shipments under this Agreement to another carrier without prior written consent of BROKER.
- 12. CARRIER and BROKER agree that this Agreement is not an exclusive agreement between the parties; either party may enter into similar agreements with other carriers or brokers.
- 13. The relationship of the CARRIER to BROKER shall, at all times, be that of independent contractor, and not that of employer/employee. CARRIER agrees that all drivers, agents, employees and representatives shall at all times remain under CARRIER's exclusive direction and control.
- 14. Obligations of this Agreement are separate and divisible and in the event any clause is deemed unenforceable, the balance of the Agreement shall continue in full force and effect.
- 15. CARRIER agrees that BROKER compensation hereunder for 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 or any other details of the business conducted between CARRIER and BROKER.
- 16. This Agreement is binding upon the parties hereto, their successors and assigns, and shall be governed by the laws of the State of New Jersey, unless preempted or controlled by federal transportation law and regulations.
- 17. This Agreement shall be deemed to be effective on the first day that CARRIER and BROKER commenced business together, and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in this and all prior Agreements, both verbal and written. 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 of one party or the other.

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

Pexa Logistics, LLC.

CARRIER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Print Name:           *Melissa Van Zile*          

Print Name: \_\_\_\_\_

Title:           *General Manager*          

Title: \_\_\_\_\_