

Alliance Trucking Inc.

BROKER-CARRIER AGREEMENT

This agreement is made and entered into this _____ day of _____, 20_____, by and between Alliance Trucking Inc., hereinafter referred to as **BROKER**, and _____ (CARRIER), hereinafter referred to as carrier.

RECITALS:

1. **Broker** is a transportation broker duly licensed by the ICC (Interstate Commerce Commission) MC 309539; US DOT 660686.
2. **Carrier** is duly authorized as a Motor CONTRACT Carrier, MC _____, and is subject to the jurisdiction of the ICC.
3. The parties hereto desire to enter into this agreement in order to define their working relationship, which shall govern any contract between **BROKER** and **CARRIER** with respect to any freight that is brokered to the CARRIER.

AGREEMENT:

1. Transportation of Freight: **BROKER** agrees to engage **CARRIER** from time to time for the purpose of hauling freight as a **CARRIER**. **CARRIER** agrees to haul freight between points and places within their scope of operating authority. The term of this agreement shall control any shipment tendered to and accepted by **CARRIER**.
2. **TERM:** This agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this agreement at any time upon thirty (30) days written notice to the other.
3. **Obligation of CARRIER:** **CARRIER** agrees, with respect to each load tendered by **BROKER** and accepted by **CARRIER**:
 - a. **CARRIER** shall use its best effort to provide adequate transportation services to meet the distinct needs of **BROKER** and deliver each shipment promptly and efficiently for **BROKER**. Distinct needs of **BROKER** shall be detailed on a per shipment basis in the aforementioned Load Confirmation and will also become an addendum to this AGREEMENT.

- b. **CARRIER** now has, and shall at all times all necessary permits and licenses to transport any shipment tendered by **BROKER** and accepted by **CARRIER**.
- c. **CARRIER** shall maintain a "SATISFACTORY" DOT safety rating and **CARRIER** agrees that any changes in the **CARRIER** DOT rating will be reported immediately to Alliance Trucking Inc.
- d. **CARRIER** agrees to provide liability insurances in a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence and an amount not less than \$100,000 (one hundred thousand dollars) for damage to freight in any single loss, or all insurance as required by all applicable laws, rules, or regulations, whichever is greater. **CARRIER** will, upon request, furnish **BROKER** with certificates of coverage for all insurance and name Alliance Trucking Inc. as a certificate holder. Unless notified in writing prior to loading, it is understood and assumed that **CARRIER** has no policy exclusions pertaining to water damage of cargo and shall file proof of coverage with **BROKER**. **CARRIER** agrees to notify **BROKER** of any accident or other incident during the transport of any load which prevents **CARRIER** from making agreed upon or safe delivery.
- e. **CARRIER** will maintain Workers Compensation coverage as mandated by law and show proof thereof as requested.
- f. **CARRIER** agrees to furnish suitable equipment, at its own expense to haul each shipment and to assume all costs, expenses and liabilities incident to or arising out of maintenance, repair or operation of equipment, labor, fuel, supplies, insurance and/or accidents, and agrees to hold **BROKER** harmless from any and all costs, expenses, and liabilities. **Under NO CIRCUMSTANCES will CARRIER book (or double-broker) freight to another carrier. If freight is double-brokered payment will be made to the delivering carrier.**
- g. **CARRIER** will employ and be solely responsible for all personnel employed with respect to any shipment and will be solely responsible for each such employee's licensing and competence.
- h. **CARRIER** will be responsible to comply with all applicable state and federal regulations.
- i. All shipments tendered shall be accepted on a bill of lading which shall function as a receipt of goods loaded and delivered. Upon delivery, **CARRIER** shall have consignee sign, date and time original bill of lading noting condition of shipment if damage is present. If damage is present **CARRIER** must contact **BROKER** prior to leaving consignee's facility.
- j. **CARRIER** shall be responsible for all shipments while in transit and shall hold **BROKER** harmless and shall indemnify **BROKER** against any and all claims of liability resulting from the loss or damage resulting from the transportation of any shipments tendered by **BROKER** and accepted by **CARRIER**.

- k. **CARRIER** shall be liable for the full loss, damage, injury, and or delay on shipments tendered under the term of this agreement. Full actual loss is the replacement cost of the freight tendered for transport. All claims for loss or damage shall be handled and processed in accordance with *49 CFR Part 370*. The terms, conditions or provisions of the governing bills of lading or any other shipment form, tariff or less utilized instruments, shall be subject and subordinate to this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carrier rate, rules, classification, practice, schedule or tariff.
 - l. **CARRIER** shall not claim, and hereby waives any right to claim, and lien on any shipments tendered by **BROKER** and accepted by **CARRIER**.
4. **Rates, Charges, and Payments:** **BROKER** agrees to pay **CARRIER** for transportation under this agreement with accordance to the schedule of rates and charges as per each individual rate confirmation. **BROKER** agrees to pay **CARRIER** within 23 days of receipt of **CARRIERS** freight bill with attached Bill of Lading as proof of delivery (original Bill of Lading when requested). Even though **CARRIER** may hold authority from the Federal Highway Administration to operate as a common carrier and **CARRIER's** rate and tariff's may be filed with the FHA, said rate and/or tariffs shall not under any circumstances be applicable to any shipment transported on behalf of **BROKER**.
5. **Representations:**
- a. **BROKER** hereby represents that it is fully authorized as a broker under licensee MC309539 and **BROKER** shall be duly licensed at any time it requests **CARRIER** to transport a shipment under the terms of this agreement.
 - b. **CARRIER** represents that it is duly authorized to engage as a contract carrier under permit MC _____ and that it shall remain duly authorized at the time of each shipment.
 - c. **CARRIER** shall not solicit traffic from any shipper, consigner, and consignee or customer of **BROKER** for any reason for a period of 2 years. If **CARRIER** breaches this agreement and "back-solicits" the brokers customers, and obtains freight, **BROKER** is due commission of 20% of transportation revenue from his prohibited solicitation.
6. **Miscellaneous:**
- a. In the event of conflict between this agreement and any other document the terms of this agreement shall control.
 - b. In the event that any clause or provision in this agreement is declared to be unenforceable the remainder of this agreement will remain in full force and effect between the parties.

- c. This agreement will be executed by the **BROKER** in the State of Oregon and shall be constructed under the laws of the state of Oregon. Any lawsuit relating to this Agreement must be brought in state or federal courts in Jackson County in Oregon. Each party in this Agreement specifically submits to the exclusive jurisdiction of those courts.
- d. This agreement may be executed in counterparts, and a signed copy of the counterpart of this agreement shall be considered as an original for all purposes.
- e. For all purposes of this agreement, CARRIER is an independent contractor and has no authority to act for **BROKER** as an agent for any purpose.

This agreement shall be governed by TITLE 49 of the United State Code and Title 49 of the Federal Regulations.

IN WHITNESS WHEREOF

The parties have set their hands and seal this _____ day of _____, 20_____.

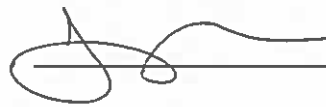
CARRIER:

BROKER:

Alliance Trucking Inc.
 1209 Stowe Avenue
 Medford, OR 97501

Signed:

 Printed Name and Title



 Tanya Kurz 11-7-2019