

Contract Carrier - Broker Agreement

Agreement: On this ___ day of _____, _____, by and between **Miracle Logistics** referred to as Broker, and _____ referred to as the carrier.

Carrier is a motor contract carrier of property authorized by ICC Permit # MC 581641 (a copy of which permit is attached and made a part of) to provide the transportation of property under contract with shippers and receivers of general commodities.

Broker is a motor carrier broker authorized by ICC Permit # MC _____, (a copy of which permit is attached and made a part of) to arrange the transportation of property by motor carrier on behalf of motor carrier, consignor, and consignee. The purpose of contract carriage sufficiently controls the arrangements for transportation of the commodities to be tendered to motor carrier under this agreement.

Obligations of Carrier: The motor carrier shall issue a bill of lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The bill of lading shall note that the shipments were transported by **Carrier** and that the shipment was arranged by **Broker**. The liability imposed is for the actual loss or injury to the property caused by the **Carrier**. The **Carrier's** liability shall be the same as the liability under 49 U.S.C. 11707.

Carrier agrees to maintain cargo insurance in the amount of \$100,000 and \$1,000,000 in liability's insurance to compensate those parties involved in the event of loss. Carrier shall forward to broker a certificate of insurance naming the broker as an additional insured. The insurance shall be in the form required by 49 C.F.R. 1043.2 (b) and shall have no restrictions or exclusions that would not be accepted by the Interstate Commerce Commission for filing under the statutory requirements but in all respects be identical to the cargo insurance in accordance with this section.

Carrier agrees not subcontract or assign any portion of their duties to transport any shipment (s). Carrier's liability shall begin at the time the cargo is loaded on the carrier's equipment and shall continue until cargo is delivered to the designated consignee at final destination.

Carrier agrees to defend and hold harmless the broker against any and all loss or damage claims on each shipment transported by the carrier pursuant to this agreement. Carrier agrees to defend and hold harmless the broker from any and all liability, costs and damages to persons or property arising out of the carrier's operations including but not limited to all road, fuel and other taxes, fees or permits related to the shipment (s) transported by the carrier arranged by the broker.

Obligations of Broker: Broker agrees to pay carrier for the transportation of the commodities under this agreement in accordance with the rate set forth. Terms of payment shall be thirty days of receipt by the broker the carrier's invoice and signed bill of lading (proof of delivery) covering such transportation. Broker shall offer to carrier for shipment a minimum quantity of two shipments for each year this agreement remains in effect.

The basic transportation rate negotiated between the parties may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such changes shall be confirmed in writing within seven days. The submission of a freight bill or the return of a signed rate confirmation by the carrier to the broker shall be considered sufficient writing to satisfy the agreed upon rate, subject to correction by bilateral agreement of the carrier and broker.

Both parties recognize that motor carrier service is based on the carrier assigning motor vehicles for a continuing period of time for the exclusive use of a shipper or providing a service designed to meet the needs of a shipper. This agreement does not contemplate the assignment of motor vehicles under continuing agreements, but rather the contract arrangement has been designed to meet the distinct needs of the broker in compliance with 49 U.S.C. 10102.

The relationship of the carrier and broker shall at all times be that of an independent contractor. Cargo Claims shall be settled in accordance with the regulations of 49 C.F.R. 1005. Neither party shall be liable for the failure to tender or timely transport freight under this agreement, if such failure, delay or other omission is caused by strikes, act of God, war, accidents, civil disorder or through compliance with legally constituted order of civil or military authorities.

This agreement shall be governed by Title 49 of the United States Code and Title 49 of the code of Federal regulations and the laws of the State of Minnesota. Carrier agrees that carrier shall not attempt to solicit business from any customer of the broker. It is agreed by the carrier that if such an event occurs, the carrier shall pay the broker a commission of 15% on all traffic as a result of such occurrence.

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. This agreement shall become effective upon the first freight movement by the carrier for the broker, and shall remain in effect for a period of one year, and year to year thereafter. The right of either party to cancel or terminate the agreement at any time with thirty days written notice of one party to the other.

Carrier

Name _____
Address _____
City, State Zip _____
Phone # _____
Fax # _____
Printed Name _____
Signature _____

Broker

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