



**MOTOR CARRIER / BROKER FORWARDER CONTRACT**

This Agreement is entered into between Moe-Mentum Transportation, Inc. (MC-267635) referred to as "Broker-Forwarder" and \_\_\_\_\_ hereinafter referred to as "Registered Motor Carrier" MC-\_\_\_\_\_. Whereas Broker-Forwarder is a Transportation Third Party Service provider engaged in the business of selling or negotiating Transportation Services with DOT/FMCSA. Whereas "Carrier" shall transport the commodities under the above mentioned Operating Authority with the same DOT/FMCSA

- 1) The Terms of Agreement are continuous from signing date. Termination can be instituted by either party by giving 30 days Notice in writing to other party
- 2) Freight Rate **IS SET AND AGREED UPON AT THE TIME OF EACH FREIGHT MOVEMENT** (Per Pick-up Confirmation Addendum).
- 4) The Motor Carrier shall be liable for all **LOSS, DAMAGE or LIABILITY** incurred by Transportation of COMMODITIES arranged by the Broker-Forwarder while being transported by the **Motor Carrier**.
- 5) Motor Carrier agrees to maintain Motor Carrier Cargo/Liability Insurance to compensate those parties entitled to recover compensation from Loss, Damage or Liability. **CARRIER MINIMUM CARGO & LOSS MINIMUM \$100,000.**
- 6) Motor Carrier agrees to cover any deductibles for above-mentioned Motor Carrier Cargo/Liability Insurance Policies.
- 7) Motor Carrier will be paid within **30 DAYS** from receipt of free and clear **Original Freight Bill of Lading**.
- 8) This contract contains the entire Motor Carrier/Broker-Forwarder Contract Agreement. Additions cannot be made unless in writing and signed by both parties (**i.e., Pick-Up Confirmation Sheet**).
- 9) Motor Carrier shall not **"back solicit traffic"** from any shipper, consignor, and consignee of Broker-Forwarder where:
  - A) Availability of such traffic first became known to Motor Carrier as a result of Broker-Freight Forwarder's effort.
  - B) Freight commodities of the shipper, consignee, consignor or customer of Freight/Broker was first tendered to the Motor Carrier by the Broker-Freight Forwarder.
- 10) If Motor Carrier breaches this Agreement and **"BACK SOLICITS"** the Broker/Freight Forwarder's customers, the Broker-Freight Forwarder is entitled to 75% of total revenue of all freight on commodities shipped for a period of **15 months (including all monies owed at time of back-solicitation)**.
- 11) The relationship of the Motor Carrier to the Broker-Freight Forwarder shall be at all times that of an Independent Contractor.
- 12) In the event of disagreement or dispute and if legal action is taken, the **Prevailing Party** will be entitled to legal fees.
- 13) Motor Carrier further agrees that it shall not **RE-BROKER** or **ASSIGN** any portion of their duties to transport commodities to Final destination unless otherwise agree upon in writing and signed by both parties (**i.e., Pick-Up Confirmation Sheet**). If Motor Carrier breaches this provision, Broker-Freight-Forwarder shall have the right of paying the monies it owes Motor Carrier directly to the delivering Motor Carrier. Upon Broker-Forwarder payment to delivering Carrier, Carrier **SHALL NOT** be released from any liability to Broker-Forwarder under original agreement (this agreement).
- 14) Motor Carrier must notify Broker-Forwarder of **CANCELLATION of Motor Carrier/Liability Ins. Policy**
- 15) Motor Carrier must notify Broker-Forwarder if **Federal Operating Authority is revoked, suspended or rendered in active.**
- 16) Motor Carrier **MUST** assume responsibility of **SERVICE STANDARD SET IN PICK-UP CONFIRMATION** in the event Of **Service Failure / Interruption of Service.**
- 17) Motor Carrier will be charged back **\$150.00**; Failing to make pick-up after **P/U Confirmation Signed**
- 18) **FAX CONSENT: ALL PARTIES TO THIS AGREEMENT ARE AUTHORIZED TO APPROVAL OF FAX COPIES**

In witness whereof, the parties hereto have signed their names in Norwood, MA

This \_\_\_\_\_ day of \_\_\_\_\_ 2006

**Moe-Mentum Transportation, Inc.**

**Company:** \_\_\_\_\_

By: (signed) \_\_\_\_\_

By: (signed) \_\_\_\_\_

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

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

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

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

Witness: (signed) \_\_\_\_\_

Witness: (signed) \_\_\_\_\_