

Date: _____

Carrier - Broker Agreement

Agreement made this _____ day of _____, by and between
_____ hereinafter referred to as CARRIER, and
Stampede Logistics Group, LLC, hereinafter referred to as BROKER.

WITNESSETH:

(1) CARRIER is a motor contract carrier of property authorized by permit No., _____ and sub numbers thereto (a copy of which permit is attached hereto and made a part thereof) to provide transportation of property under contract with shippers and receivers of general commodities, and

(2) BROKER is a motor carrier broker, licensed to arrange for the transportation of property by license No. MC 509599 (a copy of which license is attached hereto and made part hereof) and controls the transportation of the commodities to be tendered to CARRIER, in accord with the criteria established in MC 509599, and thus is a shipper under those criteria.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

SPECIFIC OBLIGATION OF CARRIER

Liability of Carrier

(a) The CARRIER shall issue a bill of lading in accord with 49 U.S.C. Section for property it received for transportation under this contract and shall be liable to the person entitled to receive under the bill of lading. Failure to issue a bill of lading does not affect the liability of the CARRIER. The CARRIER'S liability shall be the same as a carrier's liability under 49 U.S.C. 11202 and terms of uniform bills of lading.

(b) CARRIER agrees to maintain cargo insurance in the amount of \$ 100,000.00 to compensate those parties entitled to recover under the proceeding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance which Certificate shall require the insurance to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.

(c) CARRIER agrees to maintain Commercial Automobile Insurance, with a combined single limit of not less than \$ 1,000,000.00 per occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipment on behalf of BROKER. Such insurance policy shall include coverage for any and all liabilities for personal injury (including death) and property damage arising out of the ownership, maintenance, use or operation, including loading or unloading of the equipment operated by CARRIER under this agreement. **The BROKER is to be listed as Additional Insured with regards to liability.**

(d) NON-SOLICITATION is strictly enforced. CARRIER agrees that during the term of this agreement or any renewal hereof it will not influence or attempt to influence customers or clients of Stampede Logistics Group nor will it contact directly or indirectly any customer, or client of Stampede Logistics Group.

RATE AND CHARGES

(a) The basic transportation rate will be determined by a RATE CONFIRMATION provided to the CARRIER by the BROKER on a separate rate confirmation sheet that will signed, dated and agreed to by CARRIER and BROKER before each shipment made under this agreement. Carrier represents and warrants that there are no other applicable rates or charges except those established in this or in any Rate confirmation sheet signed by Broker. Payment by Broker to Carrier will be made within fifth teen **(15) days** of receipt by Broker of Carrier's invoice, signed bill of lading (delivery receipt) or other necessary billing documents enabling Broker to ascertain that services has been provided at the agreed upon charge.

(b) CARRIER authorizes BROKER to invoice shipper, receiver, consignor, or consignees for freight charges as agent for and on behalf of CARRIER. Payment of freight charges by shipper, receiver, consignor, or consignee to BROKER shall constitute full and complete compensation to CARRIER for non-payment of charges. CARRIER agrees that it is relying on the BROKER for payment of freight charges and CARRIER expressly disclaims any right it may have or may be deemed to have to collect payment from any of the aforesaid parties. BROKER agrees to pay CARRIER the agreed upon rate, regardless of whether shipper, receiver, consignor, or consignee actually pays BROKER per the terms stated in this agreement.

CLAIMS

(a) CARRIER shall be liable to BROKER as at Common Law as an insurer for the full actual loss, damages, or injury to Shipments occurring while in the custody, possession or control of CARRIER hereunder or resulting from CARRIERS performance of or failure to perform the services provided for in this agreement; provided, however, that the CARRIER shall not be liable for loss of or damage or injury to shipments if CARRIER proves such loss, damage or injury was caused by an Act of God, act of the public enemy, or by public authority provided BROKER receives same relief from the shipper, receiver, consignor or consignee.

(e) ATTORNEY'S FEES in the event it becomes necessary to enforce any of the items or conditions of this agreement, the prevailing party shall be awarded a reasonable attorney's fee in addition to any costs allowed by law.

The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that the BROKER shall be the agent of the CARRIER for the collection of freight charges from the shipper, receiver, consignor, or consignee.

Dated this day of

BROKER

CARRIER

Stampede Logistics Group, LLC

Michael Gorham

Office # (518) 747-2000

Authorized representative of Carrier (printed)

Office # : _____

