

## **AGREEMENT FOR MOTOR TRANSPORTATION**

**THIS AGREEMENT**, (the "Agreement") made as of the \_\_\_ day of \_\_\_\_\_, 200\_\_\_ by and between \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred to as "Carrier") and Intermodal Management System, a Limited Liability Company located at 170 Patterson Avenue, Shrewsbury, NJ 07702 (hereinafter referred to as "Broker").

### **WITNESSETH**

1. Broker is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle (MC# 337093B).
2. Carrier is a duly licensed contract motor carrier operating under Docket No. MC# \_\_\_\_\_ issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities.
3. Carrier agrees to accept lawful shipments of property offered it by Broker subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated by Broker. In the event Carrier is unable to supply services within the time requested by Broker, it shall so advise Broker and arrange to provide service at a later date, or Broker may, if it desires, elect to avail itself of the service of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.
4. Carrier agrees to maintain and keep in full force and effect, at its own expense, applicable to all shipments made during the term of this Agreement, a minimum of \$100,000 per vehicle cargo liability insurance and a minimum of \$1,000,000 per occurrence Automobile liability insurance and workers' compensation covering all claims by any person arising from, relating to or connected with the movement of any goods by Carrier under the terms of this Agreement. Carrier shall furnish to Broker a Certificate of Insurance evidencing said insurance coverage and naming Broker as an additional insured on said policies.
5. Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.
6. From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this agreement.
7. Carrier agrees to immediately notify Broker of any accident or event which impairs the safety of, or delays delivery of, goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
8. Carrier will issue and sign a standard bill of lading or receipt acceptable to Broker and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of the document. All such documents shall show the actual consignor and consignee and Broker shall appear in the "Bill To" section and in the "Special Instructions" section as being "shipped under contract authority.
9. Carrier will bill Broker and Broker will pay Carrier for freight charges payable to Carrier on freight shipments tendered by Broker to Carrier. Carrier's freight charges will be based on a

Rate Confirmation amount negotiated between Broker and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

10. Broker will bill the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to Broker shall relieve the shipper/consignee of any liability to Carrier for non-payment.
11. Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.
12. It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or to otherwise create any employment, partnership, joint venture or other relationship between the parties hereto. Carrier agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of Carrier's employees and agents (including owner-operators) utilized by Carrier in the performance of this Agreement.
13. (a) Carrier shall be liable for full actual loss resulting from loss, damage, injury, or delay on shipments transported under the terms of this Agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall subject and subordinate to the terms of 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 rates, rules, classification, practice, schedule or tariff. (b) Carrier agrees to indemnify and save harmless Broker from any and all claims, damages and losses of any and all kinds and nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, whether resulting from the negligence or legal liability of Carrier, its employees or agents, or otherwise, which may occur during or relating to or arising from the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims. Broker shall have the right to choose its own counsel in connection with any such claim, and Carrier shall reimburse Broker for all costs, fees and expenses incurred by Broker within thirty (30) days after such costs, fees and expenses are incurred.
14. This Agreement shall remain in effect until terminated hereunder, subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.
15. This Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the conflict of laws principles thereof, except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties consent to the laying of venue and personal jurisdiction in the State or Federal courts located in the state of New Jersey, and in or having jurisdiction over, the County of Monmouth, which courts shall have exclusive jurisdiction with respect to any and all disputes between the parties hereto. .
16. If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not effect the validity of any other terms or conditions hereof.
17. Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
18. Broker agrees to pay Carrier, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's Invoice referencing Broker Rate Confirmation number, the original bill of lading, and proof of delivery. Broker may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this Agreement.
19. Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its

officers, directors, employees, agents, attorney, accountants, and auditors. Broker has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years.

20. Without the prior written consent of broker, carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted by railroad or other modes of transportation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CARRIER

BROKER

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

Name: Intermodal Management System, LLC

Address: \_\_\_\_\_

Address: 170 Patterson Avenue

\_\_\_\_\_

Shrewsbury, NJ 07702

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: (732) 935 8400

Fax: \_\_\_\_\_

Fax: (732) 935-9555

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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