

## Shipper / Broker Agreement

This Agreement, made this \_\_\_\_\_ this day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, a domestic entity, hereinafter called "SHIPPER", and Mike's Loading Service, Inc., located at 1802 S. Expressway 281, Edinburg TX 78542, a Texas corporation, hereinafter called "FREIGHT BROKER".

WHEREAS, FREIGHT BROKER is engaged in the business of placing loads, tendered to it by SHIPPER, for transportation with carrier by motor vehicle, regulated by the Federal Highway Administration, under contract with such carriers; and

WHEREAS, FREIGHT BROKER represents that it is duly authorized to perform such services for compensation under a license issued to it by the Federal Highway Administration in Docket No. MC#269020-B; and that it holds an effective Surety Bond or Trust Fund Agreement under 49 USC 10927(b) and 49 USC 1045; and that it shall employ only the services of motor carriers duly authorized by the Federal Highway Administration and Insured in accordance with the laws and regulations of the appropriate federal and/or state regulatory agencies including but not limited to the United States Department of Transportation: Federal Highway Administration.

WHEREAS, FREIGHT BROKER desires to provide its transportation services on behalf of SHIPPER for the interstate, intrastate and foreign transportation of commodities as more specifically described hereinafter; and

WHEREAS, SHIPPER desires to avail itself of such services.

NOW, THEREFORE, in consideration of the mutual agreements, herein contained, and the compensation that the FREIGHT BROKER will receive from the monies that are paid for the transportation, the parties agree as follows:

1. SHIPPER agrees to tender certain loads, from time to time, to FREIGHT BROKER. The charges as to each shipment shall be agreed to, either orally or in writing, by the parties, prior to the movement of the shipment.
2. FREIGHT BROKER agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of SHIPPER.
3. FREIGHT BROKER agrees to provide SHIPPER with adequate proof of acceptance and delivery of such loads in the form of a freight bill, and SHIPPER understands that the FREIGHT BROKER will be compensated by the carrier for the moves on which SHIPPER pays the carrier the transportation charges. SHIPPER agrees that it shall not solicit carriers originally provided to SHIPPER by FREIGHT BROKER or be subject to a penalty of 15% of gross freight paid to carrier.
4. Except as may otherwise appear herein (including appendices), the rights and obligations existing between the parties hereto shall be those defined in the Interstate Commerce Act as the conduct of Freight Brokerage in interstate and foreign countries.
5. The terms of the Agreement shall commence on the above stated date and shall continue in effect until terminated by either party upon not less than fifteen (15) days' written notice, either by hand delivered or mailed to the address shown above.
6. The parties agree that in the event SHIPPER determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by FREIGHT BROKER, the FREIGHT BROKER will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 CFR 370. All matters pertaining to rates and charges should be solely between SHIPPER and FREIGHT BROKER.
7. FREIGHT BROKER represents that the carrier that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall insure to SHIPPER. Notwithstanding any other term or condition herein, FREIGHT BROKER shall not be responsible for any misrepresentations of a carrier's insurance status made in reliance on incorrect information communicated to FREIGHT BROKER by any insurance company/broker/agent that has issued a certificate of insurance naming FREIGHT BROKER as a certificate holder.
8. FREIGHT BROKER agrees that it shall treat all sensitive business information as confidential and shall not release same without the written consent of SHIPPER.

