

Carrier Broker Agreement

This Master Agreement is made this _____ day of _____, 20_____, by and between Pride Auto Transport Inc. hereinafter referred to as " Broker" and _____ hereinafter referred to as "Carrier".In consideration of the mutual promises in this agreement and other good and valuable consideration, the parties agree as follow:

1. Carrier is a contract carrier of the property authorized by permit MC#_____(a copy of which is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to carrier hereunder.
2. Broker is; duly licensed property broker, licensed to arrange transportation of property by License Number MC 538953, and controls the transportation of the commodities to be tendered to carrier hereunder.
3. Carrier hereby retains the service of Broker as its agents for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act on carrier's behalf for the sole purpose of securing merchandise and accepting payment for transportation. Carrier authorizes broker to invoice shipper, receiver, consignor, or consignee for freight charges as an agent for and on behalf of carrier. Payment for the freight charges to broker shall relieve shipper, receiver, consignor of any liability to carrier for non-payment of charges.
4. **Compensation.** As full compensation of the services provided by the carrier pursuant to the terms and conditions of this contract, Broker shall pay carrier in accordance with the rates and charges as provided in this contract. Rates may be established by broker sending a facsimile message to carrier with respect to one or more of the specified shipments which facsimile message will set forth the charges Broker will pay for the shipment or shipments. By picking up the shipment, Carrier agrees to the charges set forth in Broker's facsimile message. Broker agrees to pay carrier for the freight charges as established by the facsimile message described herein within 15 days of receipt by Broker of carriers freight bill, bill of lading and delivery receipt signed by the shipper or shipper's agent .Carrier's invoice for such charges shall include Broker's control number.
5. **Transportation Services.** Broker shall provide Carrier with the opportunity to transport, subject to availability of Carrier's equipment at least three shipments per year through the duration of this contract. Broker shall notify Carrier when it has a specific need and desires to hire the services of carrier to perform the transportation services in a prompt, competent efficient manner and within the generally accepted service standards of the trucking industry.
6. The Carrier shall on each movement, issue a uniform (standard) **Bill of Lading** and a inspection report. And the traffic shall move under the terms and conditions of the bill of lading, which shall contain the standard provisions as to the filing and settlement of claims.
7. **Equipment.** The transportation, services to be performed by carrier shall be performed with equipment that is in good order, condition and repair, which meets the Dept. Of Transportation safety regulations, and which conforms to the shipping requirements of the commodities to be transported by Carrier. Carrier specifically agrees that all freight tendered to it through the Broker shall be transported on equipment operated only under the authority of the Carrier(except tows), and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the specific written consent of the Broker.
8. **Compliance With Laws.** With respect to the transportation services provided herein, carrier shall comply with all applicable laws, rules and regulations wether federal, state, or local. Carrier shall assume full responsibility for and shall pay all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation disability, old age pension, social security insurance) and other financial obligations arising out of the transportation performed hereunder.

Carrier shall defend, indemnify, and hold broker harmless from and against any and all loses, claims, fines, penalties, judgements, and costs arising or resulting from Carrier's failure to comply with any applicable laws, rules, and regulations.