



CARRIER CONTRACT AGREEMENT

This agreement made this _____ day of _____, 20____. By and between _____, MC# _____, an ICC licensed Contract Motor Carrier, "Carrier", and Freight Logistics, Inc., MC# 452520B, and ICC licensed Property Broker "FLI".

PROVISION COVERING SERIES OF SHIPMENTS DURING A STATED PERIOD OF TIME

FLI agrees to offer for shipment and Carrier agrees to transport in its own equipment at least 80,000 pounds annually and such additional quantities of freight as FLI may tender subject to the availability of suitable equipment.

CARRIER'S AUTHORITY AND CARGO INSURANCE

Carrier has authority from the ICC to operate as a contract carrier and will maintain this authority and insurance for the protection of cargo in the amount of \$50,000. The amount of cargo insurance required may be increased by modifications to meet the added valuation of specific shipments. Cargo insurance shall be in the form required by 49 CFR 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the ICC for filing under statutory requirements. Carrier shall cause its insurance carrier to forward forthwith to FLI a standard certificate of insurance which certificate shall require the insurance carrier to give FLI written notice of ten (10) days prior to the cancellations of such cargo insurance.

RATES, CHARGES, AND PAYMENTS

FLI agrees to pay Carrier for the transportation of freight moved under this agreement in accordance with the rates set forth in Appendix "I" attached hereto and made a part hereof. Modifications or additions to these rates may be agreed to in writing or verbally, and faxed by FLI to the Carrier within five (5) working days and confirmed by the Carrier by pickup of the shipment. If FLI pays the freight invoice in a reduced amount, such amount will constitute the agreed rate, unless Carrier indicates the contrary to FLI within Sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed an addendum to and considered a part of this agreement.



COMPLIANCE WITH STATUTORY PROVISIONS AS TO CONTRACT CARRIAGE

FLI and Carrier agree that transportation services hereunder are to be in compliance with 49 USC 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of FLI or by providing specialized services or equipment designated to meet the distinctive needs of FLI or the consignor. Such services shall included, when applicable, but shall not be limited to: protective service multiple stops in transit, direct dispatch, drop shipments, spotting trailers and expedited shipments.

USE OF UNIFORM BILL OF LADING

Carrier shall, on each movement, issue a uniform bill of lading and the shipment shall move under the terms and conditions of said bill of lading.

CARRIER'S CARGO LIABILITY AND PROCEDURE FOR HANDLING CLAIMS

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 be 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.

HOLD HARMLESS CLAUSE

Carrier agrees to hold FLI harmless from and indemnify FLI for any liability resulting from loss or damage to any freight transported by Carrier pursuant to this agreement, including all costs to defend claims. Carrier also agrees to hold FLI harmless from and indemnify FLI for any liability resulting from personal injury or property damage which may occur during the operation of the Carrier pursuant to this agreement, including all costs to defend claims.

PROVISION AS TO PAYMENT

Carrier will bill all charges for transportation services directly to FLI and Carrier shall provide FLI with an original, or legible copy, of the signed bill of lading and the signed delivery receipt. FLI then agrees to pay Carrier within 30 days of receipt of the bill of lading, a clean (no claim noted) delivery receipt and the Carrier invoice.



PROVISION FOR NO BACK SOLICITATION

FLI will identify its customer to Carrier as each first load from each customer is offered to Carrier. If Carrier accepts the load and moves the freight this will acknowledge that this new customer is a FLI customer. Carrier has ten (10) days after such "first load" moves to challenge, in writing, why the customer should not be considered a FLI customer. In the event of a challenge, FLI and the Carrier will agree in writing how this customer will be handled. Carrier agrees to support and protect FLI's efforts in performance of this agreement by refraining from any direct contact or solicitation of FLI's customers. During the term of the agreement and for the period of two (2) years from the time of the termination of this agreement, Carrier shall not, directly or indirectly solicit or do business of a transportation or warehousing nature with any of FLI's customers, who are serviced by Carrier as a result of this agreement, unless otherwise agreed to in writing.

INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Carrier to FLI shall, at all times be that of independent contractor.

DIVISION OF CLAUSES

Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

PRIVACY OF THE PARTIES

Carrier agrees that FLI's compensation hereunder for services are confidential and need not be disclosed to the Carrier. Carrier further agrees that it will not reveal to anyone the terms of this agreement, the pricing of transportation or any other details of the business conducted between the Carrier and FLI.

PARTIES TO THIS BINDING AGREEMENT

This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the state of Oregon.



EFFECTIVE DATE

This agreement shall be deemed to be effective on the first date that Carrier and FLI commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal and written. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less that thirty (30) days written notice of one party to the other.

Freight Logistics, Inc.

By: _____

By: _____

Title: _____

Title: _____



APPENDIX 1

FLI and Carrier agree to the irregular route rate of \$1.00 per loaded mile, which will apply, whenever a specified rate has not been agreed, to either higher or lower by fax, on any freight movement.

Rates shall be determined by mutual agreement, between responsible personnel of each organization, on an individual contract load basis, and confirmed by FLI in writing (mail or fax) within five working days of verbal agreement.

Mileage will be calculated according to JJ Keller's PC Miler version 6.0 and will apply between all points in the United States and Canada.

In the event that a shipment is cancelled the carrier agrees to release FLI from said mutually agreed upon rate. Any compensation for equipment ordered and not used shall be approved by a FLI representative, with the type or amount of compensation negotiated the day the parties become aware of the situation and confirmed in writing (mail or fax) within five (5) working days of the verbal agreement.

Freight Logistics, Inc.

By: _____

By: _____

Title: _____

Title: _____