

MOTOR CARRIER AGREEMENT

This Motor Carrier Agreement is dated _____, 20__ and is between Freight Logistics, Inc., an Oregon corporation, its wholly owned divisions, subsidiaries and affiliates ("FLI"), and _____, a _____ corporation ("Carrier").

Carrier is a licensed motor carrier authorized by Docket No MC _____ issued by the Federal Motor Carrier Safety Administration ("FMCSA") and provides transportation services.

FLI is a licensed broker authorized by MC #452520B and arranges for transportation of general commodities ("Goods").

The parties enter into this Agreement in accordance with 49 U.S.C. Section 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. 13101 through 14914 that are contrary to specific provisions of this Agreement.

1. **Scope.** This Agreement governs all shipments tendered to Carrier by FLI or by third parties on behalf of FLI during the term of this Agreement.
2. **Safety Ratings.** During the term of this Agreement, Carrier must not have an "Unsatisfactory" safety rating as determined by the FMCSA. If Carrier receives an Unsatisfactory safety rating, it will immediately notify FLI. Carrier will not use any carrier or subcontractor with an "Unsatisfactory" safety rating.
3. **Independent Contractor Relationship.** The relationship of the parties is and will remain that of independent contractors. It is understood and agreed that the relationship between the parties is that of independent contractors and that no employer/employee relationship exists or is intended.
4. **Services**
 - A. Carrier agrees to safely, promptly and efficiently transport all shipments tendered to it by FLI or other parties on behalf of FLI.
 - B. Carrier, at its own cost and expense, will provide and maintain motor vehicles and other equipment used in providing services, in good, safe, and efficient condition, and in compliance with all laws and regulations governing the maintenance and operation of such motor vehicles and other equipment.
 - C. Carrier will provide trailers to FLI at locations designated from time to time by FLI. No detention or other charges will be assessed against FLI for the spotting of trailers or tractors at FLI locations.
5. **Carrier Compensation**
 - A. Carrier agrees to include an original or legible copy of the signed bill of lading and the signed delivery receipt with each invoice for payment.
 - B. FLI agrees to pay Carrier for services performed in accordance with the rate and charges in the attached appendices or according to rates quoted by Carrier and accepted by FLI. Payment will be made by FLI within 5 days of receipt of an uncontested invoice.
 - C. Carrier agrees that FLI is the sole party responsible for payment of Carrier's charges. Carrier shall not seek payment from shippers, consignees, or other parties whatsoever.
 - D. Carrier, for itself and on behalf of all of its agents and subcontractors, waives any lien which may exist against Goods. Carrier shall not withhold delivery of any freight due to any dispute with FLI, shipper, consignee, or other party.
6. **No Back Solicitation.**
 - A. Acceptance by Carrier of a load offered by FLI will constitute Carrier's recognition that the shipper of the load is a customer of FLI.
 - B. Carrier agrees to not solicit or accept, directly or indirectly, shipments from FLI customers from anyone other than FLI.

- C. In the event of a breach of this provision, FLI will be entitled to a commission of seventy-five percent of the gross transportation revenue received by Carrier from FLI customer.
 - D. The provisions of this paragraph will continue for two years after termination of this Agreement.
7. Bills of Lading, Documentation. Carrier agrees to provide FLI with proof of acceptance and delivery of each load in the form of a signed bill of lading or proof of delivery, as specified by FLI. The terms and conditions of any freight documentation used by Carrier or its subcontractors will not supplement, alter, or modify the terms of this Agreement.
8. Cargo Loss, Damage, and Delay
- A. Carrier is liable for loss, damage, or delay of the Goods according to the terms of 49 U.S.C. 14706.
 - B. The liability of Carrier for Goods is for full actual loss; no limitations of liability will apply.
 - C. The terms, conditions, or provisions of any bill of lading or other shipping form, tariff or rule will be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement will govern.
 - D. All claims for loss, damage, or delay will be processed in accordance with 49 CFR Part 370.
 - E. Carrier shall not sell or attempt to sell any product involved in transportation services governed by this Agreement.
9. Subcontracting. If Carrier subcontracts services, Carrier will remain responsible and liable as if Carrier performed the services itself as a motor carrier.
10. Indemnification
- A. Carrier agrees to indemnify, defend, and hold FLI, shippers, consignees, and owners of the Goods, their officers, agents, and employees ("Indemnitees") harmless against any and all liability, claims, or expenses, including attorneys' fees and other costs of defense, with respect to those claims relating in any way to Carrier's and its subcontractors' performance or failure to perform under this Agreement asserted against Indemnitees by any person or entity.
 - B. FLI agrees to indemnify, defend, and hold Carrier, its officers, agents, and employees harmless against any and all liability, claims or expense, including attorneys' fees and other costs of defense, with respect to those claims resulting from FLI' negligence or willful misconduct.
11. Insurance. At all times at its own expense, Carrier will maintain the insurance specified below. All insurance must be primary and required to respond and pay prior to any other available coverage.
- A. Worker's compensation insurance in statutory amounts;
 - B. Employer's Liability insurance with limits of not less than \$1,000,000;
 - C. Occurrence based commercial General Liability Insurance including blanket contractual coverage, with combined single limits of \$1,000,000 for personal injury, including death, and \$1,000,000 for each occurrence for property damage including:
 - (i) Premises operation; and
 - (ii) Contractual liability for the liability assumed by Carrier pursuant to any indemnification agreements between FLI and Carrier;
 - D. Occurrence based Truckers Policy or Automobile Liability Insurance with limits of \$1,000,000 per occurrence, and Hazardous Materials coverage of not less than \$5,000,000 per occurrence; and
 - E. Occurrence based cargo insurance with limits of liability of not less than \$100,000 per shipment.
- Except for Worker's Compensation Insurance and Cargo Insurance, the above policies and certificates must name FLI as an additional insured. All policies and certificates must require that the insurer provide FLI at least thirty (30) days notice of any material changes or cancellation.
12. Term and Termination
- A. The initial term of this Agreement is one year, starting at the date shown above. At the end of the initial term and each subsequent term, this Agreement will automatically renew for an additional one year term.
 - B. Either party may terminate this Agreement, with or without cause, at any time, by giving 60 days written notice to the other party.

13. Jurisdiction and Venue

- A. This Agreement is governed by and construed in accordance with the applicable Federal laws of the United States, or alternatively, and depending on jurisdiction, the laws of the State of Oregon.
- B. The parties agree to jurisdiction and venue in the United States Federal District Court located in Medford, Oregon, or as applicable depending upon jurisdiction, Jackson County Circuit Court in Medford, Oregon.

14. Notice. Any notices and other communications required or permitted under this Agreement must be in writing and delivered to the party entitled to receive the same by hand or U.S. Mail, addressed as follows:

If to FLI:
 Freight Logistics, Inc.
 PO Box 1712
 Medford, OR 97501

If to Carrier:

Attn:

15. Confidentiality. Carrier agrees that FLI's compensation for services is 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.

16. Entire Understanding, Modifications.

- A. This Agreement and attached Appendices contain the entire understanding and contractual agreement between the parties. Except as specifically stated in this Agreement, no tariffs or other contracts apply.
- B. This Agreement cannot be amended except in writing signed and dated by authorized representatives of both parties.

Each party is signing this Agreement on the date stated opposite that party's signature.

Freight Logistics, Inc.

By: _____
 Print Name:
 Title:

Date: _____

Carrier

By: _____
 Print Name:
 Title:

Date: _____