

Truckload Connections, LLC
3270 Hampton Avenue
St. Louis, MO 63139

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between **Truckload Connections, LLC**. ("Broker"), 3270 Hampton Avenue, St. Louis, MO 63139, and _____ ("Carrier") of _____.

WITNESSETH:

WHEREAS, Broker represents that it is actively engaged in the business of selling and offering for sale, and or negotiating transportation of freight, goods and merchandise on behalf of Carrier and other providers of motor vehicle transportation.

WHEREAS, Carrier represents that it is a _____ carrier, having appropriate required authority from any and all governmental agencies, is engaged in the business of hauling and transporting merchandise by motor vehicle and is desirous of retaining the services of Broker to obtain such goods and merchandise for transporting as are offered by Broker.

IT IS HEREBY AGREED, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration including these premises and mutual covenants between the parties hereto as follows:

DUTIES AND OBLIGATIONS:

- A. Carrier hereby appoints and retains Broker as its agent for the soliciting and arranging the transportation of freight, goods and merchandise from various shippers, and Broker retains Carrier to provide equipment and drivers for the transportation of same according to the terms of this Agreement and the Schedule of Rates agreed to between the parties hereto.
- B. Broker agrees to use its best efforts to arrange freight transportation or traffic to be tendered to Carrier within the scope of Carrier's authority and applicable tariffs. However, it is expressly understood by Broker and Carrier that no warranty, representation or guarantee is made by Broker as to the number of shippers, if any, to be solicited by Broker, or as to the amount of traffic, if any, to be tendered to or arranged for Carrier.
- C. Carrier agrees to deliver on Broker's receipts only. Receipt will contain the name and address of shipper, destination and name and address of consignee. Carrier is responsible for the count and visible condition of goods accepted by Carrier's driver. Any claim of shortage and/or damage are the Carrier's account.
- D. Carrier acknowledges that it remains liable for all damages, shortages and losses of any kinds that may befall the cargo being transported and agrees to hold Broker harmless from any and all expense or loss that it may sustain, including reasonable attorney's fees in defending any claims of such damage or loss or in any reasonable

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settlement of such claim entered into by Carrier or Broker by way of mitigation.

- E. Carrier further covenants and agrees to indemnify and save harmless Broker from and against any loss, damage, injury and/or claim for same asserted by any and all persons, including the employees of Carrier, which arise from the negligence, actions or omissions of Carrier in connection with the carriage of any and all goods and merchandise under this Agreement. Carrier further agrees to procure and maintain cargo insurance on all merchandise carried hereunder and property damage and public liability on all motor vehicles Carrier uses in transporting goods and merchandise.
- F. Carrier shall furnish written proof of sufficient bodily injury and property damage, public liability, cargo and workers' compensation insurance in the amounts stated by Broker. Carrier shall provide Broker, so that Broker has in its possession at all times, a copy of Carrier's authority and Carrier's current Certificate of Insurance, and further, said Certificate of Insurance shall provide that it is subject to thirty (30) days notice of cancellation.
- G. This Agreement supersedes all other documents between the parties, and further, Carrier specifically acknowledges that nothing contained herein shall constitute a waiver of broker's subrogation rights.

BILLING AND PAYMENTS:

- A. Carrier will bill Broker after delivery for the freight carried which was arranged by Broker pursuant to this Agreement and Broker's Rate Confirmation Sheet confirming the compensation arrangement agreed to by Broker and Carrier. Verification of actual Carrier will be made before payment is tendered. Any company other than Carrier who carried freight will not be paid.
- B. If, during the term of this Agreement, freight is tendered directly to Carrier by a shipper that was originally introduced to Carrier by Broker, pursuant to this Agreement, then for all such freight shipped, Carrier will pay to Broker a commission of ten percent (10%) on gross revenue generated by Carrier for shipper for a three (3) year period from the date of the last bill from Carrier to Broker for said shipper.
- C. All billings to shippers shall be made by Broker.

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CARRIER FEES & PENALTIES

No Call No Show: If your driver does not arrive at the pickup/delivery locations at the specified times and does not attempt to inform us and/or the shipper/receiver, there will be a \$500 rate reduction to you, this is the amount our customers get paid in these cases. Calling after your scheduled appointment time does not stop this reduction.

Missed appointment (loaded/unloaded same day scheduled): If your driver misses an appointment and contacts us before being late, we may still be able to get the driver loaded/unloaded on the same day originally scheduled; there will be a rate reduction of \$250.00.

Detention: First 2 hours is without compensation, each hour after is compensated at \$40.00, detention is not to exceed \$250.00 for one 24 hour period, detention will not be paid if a driver is late for appointment.

Layover: If you are detained for a 24 hour period (at no fault of your own) you will be compensated at a flat rate of \$250.00

Truck Ordered Not Used: If we book a load with you (load confirmations exchanged) and that load is then canceled after dispatched within 4 hours of the original load time (at no fault of your own), we will reimburse you \$150.00 for the hassle of locating another load with short notice. If we book a load with you and you cancel the load within 4 hours we expect the same from you and an invoice for \$150 will be sent, if unpaid, will be added to the next future load moved for Truckload Connections.

Check Calls: It is the carrier's responsibility to know where their trucks/drivers are, in the morning it is therefore your responsibility to call Truckload Connections (before 9:30 am) with an update on the location of the trucks hauling our cargo, along with an ETA. Loaded/Unloaded calls are also expected. If Truckload Connections needs to make their own check calls to locate your trucks, there will be a \$25.00 reduction to your rate for each check call made.

RELATIONSHIP OF PARTIES:

- A. Broker and Carrier acknowledge that the relationship between them created by this Agreement is that each of them are to be considered as independent contractors only and not that of employer and employee, agents, partners or joint ventures. No agent, employee or servant of either Broker or Carrier shall be or shall be deemed to be the employee, agent of the other. None of the benefits provided by either Broker or Carrier to its respective employees, including by not limited to retirement benefits, vacation and sick leave benefits, medical insurance, compensation insurance and unemployment insurance are available from one party to the employees, agents or servants of the other. Broker and Carrier will be solely and entirely responsible for their own acts and the acts of their respective agents, employees, and servants during the performance of this Agreement.
- B. Each party shall retain sole financial responsibility for all withholding and employment taxes due to the federal, state or local governments on account of services performed by either party or its respective employees under this Agreement.

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- C. Carrier agrees that it is not authorized to act for or in any manner represent itself as an agent of Broker. Further, Carrier is not authorized to enter into any agreement, contract or obligation of any nature whatsoever for or on behalf of the Broker, to use the name of Broker, companies with which Broker is affiliated, or any business name, trademark or service mark used by Broker or companies with which Broker is affiliated.
- D. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments for a period of 6 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipment of shipper customers were first tendered to Carrier by Broker.

TERM OF AGREEMENT:

The term of this Agreement shall be subject to termination by either party by the giving to the other of a thirty (30) day written notice of intention to terminate. Notice shall be by certified or registered mail, return receipt requested at notice address stated hereon, or as subsequently advised. Notice and actual termination can be accomplished without cause established.

ASSIGNABILITY:

- A. This Agreement shall not be assigned, transferred or shared by Carrier with any other person, firm or corporation unless authorized by Broker in writing.
- B. In the event that Carrier assigns any or all of its accounts receivables to any third party assignee, including but not limited to factors, banks or finance companies, the Carrier is to provide written notice to Broker which is to include a detailed description of the specific rights which have been assigned. After proper notice of assignment has been received by Broker, payments will be made to assignee until written notice of termination of assignment of provided by both carrier and third party assignee to Broker.

EXCLUSIVITY:

Broker and Carrier acknowledge that this Agreement confers no exclusive right upon any party to the services of the other party, and there may be same or similar agreements both parties have or may enter into with others.

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NOTICE ADDRESS:

All notice requirements to be given to the respective parties at the following addresses or at such addresses as the parties shall subsequently advise in writing:

To Carrier At: _____

To Broker At: 3270 Hampton Avenue
St. Louis, MO 63139

INTERPRETATION:

This Agreement shall be exclusively interpreted pursuant to the laws of the State of Missouri with regard to the validity, performance and enforcement of this Agreement, Further, both Carrier and Broker agree that the exclusive forums for any litigation arising out of this Agreement shall be either the Circuit Court for the County of St. Louis, Missouri, or the Federal District Court for the Eastern District of Missouri, located in St. Louis City, Missouri.

CAPTIONS:

The captions or section numbers appearing in this Agreement in no way define, limit, construe or described the scope of interest of such section. The language in all parts of this Agreement shall in all cases be construed as a whole and in accord with its fair meaning.

IN WITNESS WHEREOF, the parties have hereunto set their hands and have had the proper corporate officers execute this Agreement, and the parties agree that this Agreement shall be binding upon their successors, heirs and assigns.

BROKER:
TRUCKLOAD CONNECTIONS, LLC

CARRIER:

By: Don Cherry
(Signature)

By: _____
(Signature)

Don Cherry 3/12/2015
(Print Name & Date)

(Print Name & Date)

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