

BROKER - MOTOR CARRIER AGREEMENT

This Agreement entered into this ____ day of _____, ____ (the "Start Date"), by and between NATIONWIDE FREIGHT LOGISTICS, LLC, Registered Property Broker, Lic. No. MC-676610 having its principal place of business located at 1710 E. Pine St., Ste. C, Central Point, OR 97502 (hereinafter referred to as "Broker") and _____, a Registered Motor Carrier, Permit/Certificate No. DOT-_____, having its principal place of business located at _____ ("Carrier"); collectively, the ("Parties"). ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

This Agreement is applicable to the transportation of any pallet, containers, package, piece, or any other item tendered by Broker and/or Broker's customers to Carrier. If there is a conflict between this Agreement and the terms or conditions of any bill of lading, manifest or other transit documentation, this Agreement will control.

1. CARRIER REPRESENTS AND WARRANTS THAT:

- A. Carrier is a motor carrier as that term is defined in 49 U.S.C. 13102, is duly registered with the US Department of Transportation pursuant to 49 U.S.C. 13902 and 13905, as amended with a Motor Carrier Safety Rating of "Satisfactory" and will provide lawful and responsible transportation service to Broker under contract. Carrier and its agents and sub-contractors shall maintain such licenses and authority and such registrations as are necessary to provide all pickup, delivery, loading, unloading, consolidation, and transportation services pursuant to this Agreement. All services under this Agreement shall be conducted under Carrier's operating authority. Carrier shall notify Broker immediately if its safety rating is changed to "Unsatisfactory" or "Conditional";
- B. Carrier makes the representations herein for the purpose of inducing Broker and/or Broker's customers to place freight for transport by Carrier;
- C. Carrier agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change Broker's status as a property broker nor Carrier's status as a motor carrier.
- D. Carrier will not re-broker, assign or interline the shipments hereunder, without prior written consent of Broker. If the Carrier breaches this provision, Broker will have the right to pay the money due Carrier directly to the delivering motor carrier, in lieu of payment to Carrier. Carrier shall not be released from any liability to Broker under this Agreement for any type of damages that may occur even if they are due to the actions of the delivering Carrier. Carrier will be liable for consequential and incidental damages for violation of this paragraph, including attorneys' fees, costs and expenses.**
- E. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

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- F. Carrier will notify Broker immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason
- G. Carrier shall defend, indemnify and hold Broker and its customers harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, failure to comply with the delivery instructions as set forth in the applicable Load/Rate Confirmation Sheet, personal injury or death, and any claims based on allegations of negligent selection of the carrier, or upon any other legal theory. The obligation to defend shall include all costs of defense as they accrue and all financial losses or damage thus incurred, including attorneys' fees and any other related costs entailed in investigations, court or arbitration proceedings, and/or judicial appeals from any adverse ruling or finding. Should Broker be required to initiate litigation to enforce or interpret any of the provisions of this Agreement, particularly the indemnification provisions, Broker shall also be entitled to recover resulting costs and reasonable legal expenses.
- H. Carrier shall comply with all applicable laws and regulations relating to the transportation of Hazardous Materials as defined in 49 C.F.R. § 172.800, §173, and §397, et seq. (including any amendments) to the extent that any shipments hereunder constitute Hazardous Materials. Carrier shall be solely responsible for any violation of the applicable laws and regulations, and shall defend, indemnify, and hold Broker and its customers harmless and pay Broker on demand from any claims, losses, damages or liability incurred, including, but not limited to reasonable attorneys' fees arising from any non-compliance;
- I. Whether or not Carrier is authorized to operate or does operate as a motor carrier, each and every shipment tendered to Carrier by Broker on or after the date of this Agreement shall be deemed to be a tender to Carrier pursuant to this Agreement and shall be subject only to the terms of this. In the event that, inadvertently, Carrier participated in shipments tendered by Broker prior to the date of this Agreement, the parties agree that this Agreement shall be construed to apply retroactively to such transportation, and that no other agreement, oral or written, shall be deemed to apply thereto.
- J. In addition to any other costs or expenses provided for in this Agreement or its appendices, Carrier shall bear the costs and expenses of furnishing all fuel, oil, tires and other parts, supplies, and equipment necessary or required for the safe operation and maintenance of the equipment. Carrier shall bear all expenses, including the expense of road service and repair in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition. Carrier, at its sole cost and expense, shall procure and maintain all insurance, licenses, fuel bonds, and permits as may be required by local, state or Federal authorities, pay all tolls, fines, taxes that may be levied on the equipment or its use, with respect to the transportation services performed hereunder and shall comply with all laws and regulations pertaining thereto. Broker shall not be liable for any loss or damage sustained by or to Carrier's equipment unless such loss or damage results from the negligent act or willful misconduct of Broker, its employees or agents.
- K. Shall comply with all applicable laws and regulations relating to the transportation of Hazardous Materials as defined in 49 C.F.R. § 172.800, §173, and §397, et seq. (including any amendments) to the extent that any shipments hereunder constitute Hazardous Materials. Carrier shall be solely responsible for any violation of the applicable laws and regulations, and shall defend, indemnify, and hold Broker and its customers harmless and pay Broker on demand from any claims, losses, damages or liability incurred, including, but not limited to reasonable attorneys' fees arising from any non-compliance
- L. Carrier expressly authorizes Broker to bill, collect and accept payment from shippers (or others obligated to pay) for Carrier's services, and waives all rights to collection from shippers (or others obligated to pay) for those services.

Broker Initials _____

Carrier Initials _____

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2. BROKER RESPONSIBILITIES:

A. SOLICITATION OF TRANSPORTATION BUSINESS: Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker. Broker agrees to place one load with Carrier annually. Broker shall inform Carrier of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified. Broker's responsibility is limited to arranging for but not actually transporting shipper's freight.

B. BILLING SERVICES: Broker agrees to conduct all billing services to shippers. Carrier shall invoice Broker for its (Carrier's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in Broker's Load Confirmation Agreement. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing by both Parties. Under no circumstances, will Carrier contact shipper, consignee, or any customer of Broker to seek collection of payment for transportation services rendered.

C. PAYMENT TO CARRIER:

- 1.) Unless otherwise agreed in writing, Broker agrees to make every effort to pay Carrier for its services rendered hereunder, upon written receipt of proof of delivery (original bill of lading or original delivery receipt) and freight bill, in accordance with the rates set forth above, or as otherwise agreed in writing, within twenty eight (28) days of receipt of Carrier's invoice, provided invoice and other required documentation is received not later than fifteen (15) days after date of delivery, or scheduled date of delivery of the freight whichever is earlier. Carrier expressly waives its right to collection of freight and any other charges if Carrier fails to deliver timely invoicing and other required documentation within the 15-day period to Broker. An action for alleged nonpayment for Carrier services hereunder must be commenced within one year of date of delivery or scheduled date of delivery whichever is earlier in order to avoid being permanently time barred. No interest, penalty or other charges shall be applied for any late payment. Broker will forward payments for net amounts due Carrier after all discounts, deductions and set-offs permitted by this Agreement.
- 2.) Except when delivery of freight is rejected by consignee(s), and stored/warehoused at direction or approval of Broker or shipper, Carrier shall neither have nor claim any lien rights against freight transported under this Agreement. Liens for storage/warehousing shall be limited to the freight subject of the lien. Carrier's lien rights shall be released and are automatically assigned to Broker, upon receipt of payment by Carrier or warehouse for any such storage/warehousing.
- 3.) Should Carrier enter into a factoring agreement whereby payments due to Carrier are to be paid to a third party; such an arrangement shall not modify the terms of this Agreement including but not limited to the timing of payments due to Carrier. Carrier agrees that under no circumstance is Carrier to invoice Broker clients directly. Carrier agrees that if their current practice is to report Broker's pay history to any agency or bureau, they will report Broker based on this Agreement, i.e. days from receipt of invoice and not days from delivery. It is also agreed that any invoices not received within ninety days of delivery date are at the sole discretion of Broker as to proceed or not.
- 4.) Carrier agrees that Broker has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer unless authorized in writing by Broker. Carrier agrees that this Agreement voids any possible direct claim Carrier may have pursuant to any bill of lading and that this Agreement supersede any contrary terms in any bill of lading.

Broker Initials _____

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2. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, (unless being used to haul the same substance) regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. SHIPPING DOCUMENTS AND PROOF OF DELIVERY: Carrier shall, for each shipment, issue a uniform bill of lading as prescribed in the code of Federal Regulations (49 CFR 1035). Such bill of lading shall specify the shipper and consignee of the shipment; Broker may, but is not obligated to, prepare the bill of lading or other shipping document. Carrier is to be named on the bill of lading as the carrier of record. Broker shall be identified as the agent of the Shipper to whom invoices are sent for processing. Upon delivery of each shipment, Carrier shall submit signed proof of delivery and signed Broker's load confirmation with invoices to Broker as agent for the shipper. Invoice will be in an amount equal to the rates and accessorial charges agreed to on the Broker's load confirmation sheet or other signed writing. Proof of delivery must show the kind and quantity of product delivered to the consignee of such shipment at the destination specified by Broker or the Customer, and Carrier shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. Invoices not submitted within 60 days of the ship date specified on the applicable bill of lading are waived. Carrier shall notify Broker immediately of any exception made on the bill of lading or delivery receipt. Carrier may not issue its own Bill of Lading or receipt containing terms that reference or attempt to incorporate a tariff or rules circular or similar document and any attempt to incorporate such into the Bill of Lading or receipt shall be ineffective and void.

Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement or the Load/Rate Confirmation Sheet shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

C. LOSS & DAMAGE CLAIMS: Carrier shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to Carrier for transportation until delivery to the consignee. Carrier assumes the liability of a common carrier (i.e. Carmack Amendment liability, except to the extent modified by this Agreement) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall pay to Broker (for the shipper), or allow Broker to deduct from the amount Broker owes Carrier, the full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Carrier agrees to transport and deliver loads within reasonable dispatch unless a specific delivery date is shown on the bill of lading or load confirmation. In the event a claim is not resolved to the satisfaction of Broker or its customer within 30 days of presentation to Carrier, Broker in its sole discretion may elect to offset the claimed amount against freight charges otherwise due and owing to Carrier.

The parties do not agree to released value rates, or other limitations on cargo liability, and any provision on any Bill of Lading, tariff, rules circular, receipt or other shipping document purporting to set a released value rate or limitation shall be invalid, unless expressly agreed to by Broker in a signed writing separate from any Bill of Lading or other delivery receipt issued by Carrier or other third party. Carrier expressly assumes the risk of special damages and these damages which shall not be limited by application of the Carmack Amendment.

Carrier, by accepting shipment, whether or not by signing an original Bill of Lading or accepting an electronic shipping document in lieu of an original Bill of Lading, acknowledges that the cargo is in good condition.

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Unless the shipment is designated as Shipper Load and Count on the Bill of Lading, Carrier assumes the responsibility for observing the loading process at the pickup destination and must verify case and pallet count of shipment with the count stated on the Bill of Lading. If the Carrier is not allowed to observe the loading process, he must immediately notify Broker and indicate in writing "Shipper Load and Count" or "SLC" on the Bill of Lading.

Subject to the foregoing provisions, if a shipment or any part thereof is rejected, lost, stolen, damaged or destroyed, Carrier shall pay to Broker or Broker's customer the full price amount stated on the invoice for the cargo rejected, lost, damaged, or destroyed plus all taxes, fees and other charges of any kind or nature, including but not limited to, prepaid shipping costs, storage, rework/transportation charges, replacement cargo transportation costs, any price difference for replacement goods, and other damages arising from delay due to the loss, damage, injury or theft of the goods. Carrier acknowledges that replacement goods may have to be purchased at a higher cost than the original goods. Claims may be filed by Broker or Shipper with Carrier; and Broker's customer is third party beneficiary of this Agreement.

Claims will be filed and resolved in accordance with federal regulations found at 49 C.F.R. 370 et. seq., which shall govern all claims process and salvage. Notwithstanding the terms of 49 C.F.R. 370 et. seq., as amended, Carrier agrees to acknowledge receipt of such claim within fifteen (15) days of its receipt and shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within thirty (30) days of its receipt thereof. In the event of failure by the Carrier to pay, decline or offer settlement within this 30 day period, Broker may deduct the full amount of such claim from the outstanding invoice of the Carrier after providing Carrier with written notice and giving Carrier ten (10) days to process the claim and cure the breach. Such failure to process within thirty (30) days and failure to cure within ten (10) days shall be an admission by the Carrier of full liability for the loss and a material breach of this Agreement and an agreement to pay the claim in full to Broker. Further, such material breach shall waive all defenses that may have been available to Carrier under Carmack due to the material failure to timely process said claim(s). The provisions of this section shall survive the cancellation, termination or expiration of this Agreement.

Special Damages: Carrier shall indemnify Broker for all attorney fees, costs, and expenses if Broker is forced to engage counsel to resolve a loss, damage, injury or theft claim under this section and Carrier hereby expressly assumes this risk which shall not be limited by any provisions of the Carmack Amendment. Neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

D. INSURANCE: Carrier warrants to Broker (and its customers) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; Such insurance policy shall provide coverage to Broker, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of Carrier under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. The coverage provided under the policy shall have a maximum \$2,000 deductible in order to compensate shipper, consignee or the beneficial owner of the shipment for any loss or damage thereto. (b) Carrier agrees to maintain: Commercial General Liability Insurance, including Public Liability exposure coverage, with an annual limit of no less than \$1,000,000 per occurrence or claim (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances, and remediation costs and expenses); Automotive or Fleet Liability Insurance with an annual limit of no less than \$2,000,000 per occurrence or claim; Property Damage Liability Insurance with an annual limit of no less than \$1,000,000 per occurrence or claim; and 100,000; workers' compensation with limits required by applicable state law.

Carrier shall cause its insurance broker or carrier to forward expeditiously a certificate of insurance naming Broker as an "additional insured," to Broker with a stipulation that Broker shall receive no less than thirty (30) days notice of cancellation of the coverage; and in the interim will fax a copy directly to Broker for verification.

Broker Initials _____

Carrier Initials _____

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Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy. Carrier shall be responsible to ensure that all insurance provider requirements are met in every respect, including but not limited to driver screening, vehicle registration and document retention. Carrier shall also ensure that its insurance policy does not exclude the type of cargo being transported.

- E. **ADDITIONAL INSURED:** Carrier shall be responsible for ensuring that its insurance providers and/or risk retention groups involved designate Broker as an "additional insured" on each Motor Carrier Cargo and Bodily Injury and Property Damage policy referenced above; Carrier also shall be responsible for ensuring that the provider involved designates all appropriate consignors, consignees or any other anticipated third party beneficiaries of any transaction pursuant to this Agreement as "additional insured" on each such Motor Carrier Cargo policy upon Broker's request in each particular instance, in order to comply with any "shipper's" requirements.
- F. **ASSIGNMENT OF RIGHTS:** For loads placed with Carrier by Broker, Carrier automatically assigns to Broker all its rights to collect freight or other charges from shippers, consignees, or third parties.
- G. **COMPLIANCE WITH LOAD CONFIRMATION SHEET:** The rate and delivery terms and instructions as set for the in Broker's Load Confirmation- Agreement for a particular move are incorporated into this Agreement and failure of Carrier to comply with the delivery terms and instructions as set for the in the Load/Rate Confirmation - Agreement shall constitute a breach of this Agreement.

4. MISCELLANEOUS:

- A. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor and that no employer/employee relationship exists, or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight and operation of motor vehicles, and nothing contained herein shall be construed to be inconsistent with this provision. All drivers of motor vehicles and persons employed by Carrier in connection with the transportation of the commodities under this contract are subject to the direction, control and supervision of the Carrier and not the Broker or its customers.
- B. **RATES:** Any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. Carrier's charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or any provisions of a Carrier's tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties separate from any bill of lading or delivery receipt. It is understood between the parties that Broker may invoice the billed party for service charges in addition to the transportation charge. Such invoicing does not affect or alter any obligations hereunder and Carrier is not entitled to any portion of such service charges. Payment by Broker of Carrier's freight charges shall be considered as payment by shipper, consignee or other billed party. If for any reason, after initial payment of Carrier's freight bill, a subsequent bill is generated by Carrier to any party for additional charges, any difference between the initial and subsequent bill is to be considered by the parties as commission owed to Broker for its services to Carrier and shall become immediately due and payable to Broker. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges shall only be valid when expressly agreed to in a signed writing by the parties to the Agreement. Fuel surcharges may be stated in the Load/Rate Confirmation Agreement or set forth by separate written agreement signed by the parties, which shall be incorporated as if fully set forth herein. The Load/Rate Confirmation Agreement may be modified from time to time by the prior written agreement of the parties.

Broker Initials _____

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In the unlikely event that a rate or charge for a shipment is not contained within said Load Confirmation- Agreement, the Carrier invoice tendered to and paid by Broker shall be prima facie evidence of the intent of the parties to have this Agreement apply to said shipment. Carrier may correct an invoice within a reasonable period of time, not to exceed sixty (60) days. However, should Carrier cease to exist in its present form, the rates and charges on the Carrier invoices will stand regardless of the time limits contained herein. It is the express intent of the Parties that this Agreement and the rates set forth in the

applicable Load Confirmation- Agreement shall govern all shipments tendered to the Carrier by Broker and that the published rates or tariffs previously filed with the FWHM or ICC, by Carrier or its agent, or other posted tariffs, special rules circulars or Carrier's service conditions, if any, shall not apply.

- C. NON-EXCLUSIVE AGREEMENT: Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- D. WAIVER OF PROVISIONS:
- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- E. USE OF BROKER INFORMATION: Carrier shall not directly or indirectly solicit, divert, back-solicit or perform any freight transportation (with or without compensation) for any customer of Broker, when such customer (s) was serviced as a result of this Agreement. Transportation of freight here under by Carrier, shall be deemed conclusive evidence of Carrier's transportation service to Broker's customers. In the event of breach of this provision, Broker shall be entitled, for a period of eighteen (18) months following said breach to a commission of twenty percent (20%) of the transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages, and at Broker's discretion, Carrier shall waive the right to collect any unpaid freight bills owed by Broker to Carrier as of date of the breach. Additionally, Broker may seek injunctive relief in which case, Carrier shall be liable for all costs and expenses incurred by Broker related thereto, including, but not limited to, reasonable attorney's fees.
- G. CONFIDENTIALITY:
- a) During the term of this Agreement and thereafter, the Parties shall not directly or indirectly disclose to anyone, or use for its own, or anyone else's benefit, Confidential Information as defined herein. For purposes of this Agreement, "Confidential Information" shall mean information of the Broker which includes but is not limited to business and/or marketing and sales plans, trade secrets, customer names, customer contacts, personal customer information, customer shipping or other logistics requirements, and all pricing information related to Broker and Broker's customers. Confidential Information may be disclosed to Carrier either orally, visually or in tangible form (whether by document, electronic media, or other form). The failure of either Party to mark, label or identify any of the above-described information as Confidential shall not affect its status as part of the Confidential Information protected by this Agreement.
 - b) In the event of violation of this clause, Carrier acknowledges and agrees that the remedy at law, including monetary damages, may be inadequate and that Broker shall be entitled, in addition to any other remedy it may have, to an injunction restraining Carrier from violation of this Agreement in which case Carrier shall be liable for all costs and expenses incurred by Broker related thereto, including, but not limited to, reasonable attorney's fees.
 - c) In addition to the remedy set forth in Subparagraph (b) above, Broker shall have the right in its sole discretion to immediately terminate this Agreement (with or without prior notice) and recover and/or with hold 20% of the transportation revenue paid (during the eighteen (18) months immediately preceding termination) and/or owing to Carrier under this Agreement (as evidenced by Carrier's freight bills) as liquidated damages (and not as a penalty) for breach hereof.

Broker Initials _____

Carrier Initials _____

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- H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above.
- I. NOTICES:
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
 - ii. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices set as required hereunder, to the addresses shown in the Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. CONTRACT TERM: The term of this Agreement shall be one year from the Start Dated set forth above and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including during the initial term. Notwithstanding the foregoing, this Agreement shall remain in effect for so long as (a) any debt asserted by either party against the other shall remain outstanding and/or (b) any other issue in dispute shall remain unresolved, such that all indemnification and "back solicitation" provisions set forth above, along with any related elements hereof necessary for their enforcement, shall survive until the statute of limitations for contract actions in any state with jurisdiction over any application of this Agreement shall run. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K. VENUE/LAW: The parties desire that the provisions of this Agreement will have precedence over any federal or state provisions governing or dealing with the specific provisions of this Agreement. The Parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated hereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. (the "Acts") that are inconsistent with the provisions of this Agreement. No Party shall challenge any provision of this Agreement on the ground that any such provision or provisions violates the waived rights and remedies under the Acts. To the extent no conflicts or inconsistencies exist with this Agreement, federal law shall control. To the extent no conflicts or inconsistencies exist with these Terms and Conditions, federal law shall control. To the extent state law is necessary to determine the rights of the parties, if at all, the parties agree the law of the State of Oregon shall control. Any lawsuit against Broker, its principal, designees or agents or its subsidiaries for alleged breach of this Agreement or any dispute hereunder must be filed in a court of competent jurisdiction in Medford, Oregon or the United States District Court where Medford Oregon is located. This contract is made in Oregon.
- L. BINDING ON PRINCIPALS: This Agreement including the indemnification obligations set forth herein, shall be binding on the Carrier's non-corporate principals (whether disclosed or undisclosed), heirs, successors, and assigns.
- M. SEVERANCE / SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- N. ENTIRE AGREEMENT: Except for the Load Confirmation Agreement, which is incorporated herein, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

Broker Initials _____

Carrier Initials _____

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O. WAIVER OF CARRIER'S LIEN. Carrier shall not withhold any goods of Broker's customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement. Carrier further agrees that Broker has the discretionary right to offset any payments owed to Carrier hereunder for liability incurred by Carrier. Should Carrier hold freight pending payment for transportation services rendered on behalf of Broker customers, this will constitute a material breach of this Agreement and Carrier will be subject to liquidated damages payable to Broker in the amount of \$25,000. Payment of liquidated damages for this specific breach shall not preclude Broker from seeking recovery for breaches of other provisions of this Agreement or for the collection of attorney's fees associated with this or other breaches. The payment of liquidated damages to Broker for this specific breach of this Agreement will not prevent the shipper, consignee or Broker customer from filing claims or initiating legal proceedings against Carrier.

IN WITNESS WHEREOF the authorized representatives of the Parties have signed this Agreement below, further reaffirming (i) that they are indeed the authorized representatives of their respective parties for such purposes, (ii) that they have read the foregoing text of this Agreement in its entirety and, as transportation professionals familiar with industry standards and practices, both of them know and understand the contents hereof and have had sufficient time and opportunity to consult with personal financial tans and legal advisors prior to executing this Agreement, and (iii) that each of them hereby acknowledges receipt of an executed example hereof.

BROKER: NATIONWIDE FREIGHT LOGISTICS, LLC

By: Paul T. White Its: General Manager

CARRIER: _____

By: _____

(Authorized Signature)

Name: _____ Its: _____

(Print)

Address: _____ Phone: _____

City/State/Zip _____

Email: _____

Broker Initials _____

Carrier Initials _____