



Agreement

This Agreement is made and entered into on _____, by and between CargoCupid, Inc

("BROKER") with **MC# 736367** and _____ ("CARRIER"),

(collectively, the "PARTIES") with **MC#** _____.

- 1. TERMS** The term of this Agreement shall be for one(1) years and shall automatically renew for a successive one (1) year period; provided, however, that Agreement may be terminated at any time by giving thirty (30) days prior written notice.
- 2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. In the event that CARRIER receives an unsatisfactory safety rating, and SEA shall change to "deficient" , or is otherwise prohibited by applicable law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed.
- 3. INSURANCE** CARRIER shall procure and maintain, at its sole cost and expense; (a) Public liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence; (b) Commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence; (c) Motor truck cargo legal liability insurance in an amount not less than \$100,000.00 per occurrence. All insurance policies required by this Agreement shall, as applicable be primary and shall waive subrogation and contribution against BROKER. CARRIER will cause BROKER to be named as an additional insured on such insurance and shall furnish BROKER written certificated obtained from the insurance has been procured is being properly maintained the expiration date and specifying what written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.
- 4. CARRIER'S OPERATIONS AND EMPLOYEES** CARRIER shall, at its sole cost and expense; (a) furnish all equipment necessary or required of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.

- 5. RECEIPTS AND BILLS OF LADING** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a “carrier” upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing 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. CARRIER shall provide the signed proof of delivery and bill of lading to BROKER within five (5) business days of delivery. No terms, conditions and provisions or the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER’s failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
- 6. INDEMNITY** CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the “Claims”), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER’s possession, use, maintenance, custody or operation of the equipment, provided, however that CARRIER’s indemnification and hold harmless obligations under this paragraph will not apply to the prorated extent that claim is attributable to the negligence or other wrongful conduct of BROKER or the Customer.
- 7. FREIGHT LOSS, DAMAGED OR DELAY** BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER’s delay in providing service, within twelve (12) months of delivery date of this shipment or if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of cargo claims shall be governed by 49 C.F.R. §1005 et. seq. CARRIER shall be liable to BROKER for cargo claims occurring while in the possession or under the control of CARRIER, relating to or arising out of CARRIER’s negligent performance of or failure to properly perform the transportation services provided for in this Agreement. Neither BROKER nor CARRIER shall be liable to the other for any loss, damage, delay or failure to perform caused by acts of God, public enemy, inherent nature of the cargo, wars, strikes, fires or floods. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER’s customers for any freight loss, damage or delay claim.
- 8. WAIVER OF CARRIER’S LIEN** CARRIER shall not withhold any goods of BROKER’s customer on account of dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER’s customers in the possession control of CARRIER.
- 9. PAYMENTS** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Carrier Rate Confirmation and any written supplements or revisions thereto signed and agreed to by CARRIER and BROKER.

Payment by BROKER will be made net thirty (30) days of receipt date. The bill of lading, clear delivery receipt and any other necessary billing documents will be enclosed with said invoice enabling BROKER to ascertain that service has been provided as agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates of supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall Broker be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved Shipment. CARRIER agrees to refrain from all collection efforts against the shipper, consignor, consignee, or BROKER's customers. CARRIER further agrees that BROKER has discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by carrier pursuant to this Agreement.

10. **CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS** CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and directly or indirectly solicits traffic from customer of BROKER and obtain traffic from such customer during the term of this agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.
11. **SUB-CONTRACT PROHIBITION** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only the authority of 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 prior consent of BROKER.
12. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT** This agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.
13. **SEVERABILITY** In the event that the operation of this agreement results in a violation of any law, the PARTIES agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
14. **WAIVER** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this agreement. Failure of BROKER to insist upon CARRIER's performance under this agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.
15. **DISPUTE RESOLUTION** This agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of NEW YORK. In the event of any disagreement or dispute, the laws of NEW YORK shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of NEW YORK and the PARTIES hereby agree to the exclusive

jurisdiction of the courts located in the state of NEW YORK. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

Broker

CargoCupid INC

Address: PO Box 650505
Fresh Meadows NY 11365

Tel: (718) 303-2005

Fax: (888) 830-6486

Email: dispatch@cargocupid.com

Web: <http://www.cargocupid.com>

CARRIER

Company

Address

Tel

Fax

Email

Insurance Agent

Tel

Fax

Signature

Name
