BROKER–SHIPPER AGREEMENT

DISCLAIMER: This document is a draft for discussion purposes only. It is not legal advice and does not create an attorney–client relationship. Parties should have qualified counsel review and adapt this agreement before signing.

This **Broker–Shipper Agreement** (the "**Agreement**") is entered into as of _______________ (the "**Effective Date**"), by and between:

Broker: *(completed by Broker)*

Legal name: **LOAD LINK LOGISTICS 365 LLC**

Entity type / state of formation: **limited liability company** / _______________

Address: **523 Cherry St, Grand Forks, ND 58201**

Phone: **(701) 335-9891**

Email: **paperwork@loadlinklogistics365.com**

MC#: **MC-1720843**   USDOT#: **4387664**

(hereinafter "**Broker**")

and

Shipper: *(to be completed)*

Legal name: ____

Entity type / state of formation: ______________________________

Address: ____

(hereinafter "**Shipper**")

Broker and Shipper may be referred to individually as a "**Party**" and collectively as the "**Parties**."

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RECITALS

WHEREAS, Broker is a property broker licensed and authorized by the Federal Motor Carrier Safety Administration ("**FMCSA**") under 49 U.S.C. § 13102 and applicable federal regulations, and arranges for the transportation of property by motor carriers;

WHEREAS, Shipper desires to engage Broker to arrange motor carrier transportation of Shipper's freight from time to time; and

WHEREAS, the Parties wish to set forth the terms and conditions under which Broker will provide freight brokerage services to Shipper.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS

For purposes of this Agreement:

1.1 "**Accessorial Charges**" means charges for services incidental to transportation, including but not limited to detention, layover, lumper, liftgate, inside delivery, residential delivery, redelivery, storage, and similar charges, as set forth in a Rate Confirmation or as otherwise agreed in writing.

1.2 "**Carrier**" means a motor carrier authorized by the FMCSA (or other applicable authority) that Broker engages to transport a Load.

1.3 "**Claim**" means a claim for loss, damage, shortage, or delay relating to cargo transported under this Agreement.

1.4 "**Load**" means a shipment or group of shipments that Shipper tenders to Broker for arrangement of transportation.

1.5 "**Rate Confirmation**" means a written (including electronic) confirmation issued by Broker and accepted by Shipper (or Shipper's authorized agent) that sets forth the agreed rate, origin, destination, commodity description, equipment type, and other load-specific terms for a particular Load.

1.6 "**Services**" means the freight brokerage services described in Section 2.

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2. SCOPE OF SERVICES

2.1 **Brokerage Only.** Broker shall arrange for the transportation of Shipper's property by motor Carriers. Broker is a property broker and **is not** a motor carrier, freight forwarder, or warehouse. Broker does not take possession, custody, or control of freight and does not provide physical transportation services.

2.2 **Arranging Transportation.** Upon Shipper's tender of a Load (by phone, email, EDI, TMS, or other agreed method), Broker will use commercially reasonable efforts to arrange for a suitable Carrier to transport the Load under terms consistent with this Agreement and the applicable Rate Confirmation.

2.3 **No Guarantee of Capacity.** Broker does not guarantee that Carrier capacity will be available for every Load or that any Load will pick up or deliver on a particular schedule, except as expressly stated in a Rate Confirmation and subject to Carrier performance and circumstances beyond Broker's reasonable control.

2.4 **Documents.** Shipper shall provide accurate shipping instructions, bills of lading information, commodity descriptions, weights, dimensions, and any special handling requirements reasonably necessary for Broker to arrange transportation.

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3. INDEPENDENT CONTRACTOR; NO EXCLUSIVITY

3.1 **Independent Contractor.** Broker is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency (except as expressly stated for brokerage), or employment relationship. Neither Party has authority to bind the other except as expressly provided herein.

3.2 **Non-Exclusivity.** Except as may be agreed in a separate written exclusive-arrangement addendum (**[OPTIONAL: check if exclusive — ☐ Exclusive arrangement applies per Addendum A]**), this Agreement is **non-exclusive**. Shipper may use other brokers or carriers, and Broker may provide services to other shippers.

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4. RATES, PAYMENT, AND RATE CONFIRMATIONS

4.1 **Rates.** Rates for each Load, including linehaul, fuel surcharge (if any), and Accessorial Charges, shall be as set forth in the applicable Rate Confirmation. In the event of a conflict between this Agreement and a Rate Confirmation regarding rates or load-specific terms for a particular Load, the **Rate Confirmation controls** for that Load.

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4.2 **Fuel Surcharge.** Any fuel surcharge shall be as stated in the Rate Confirmation or in a written fuel schedule agreed by the Parties (**[FUEL SURCHARGE METHOD / SCHEDULE PLACEHOLDER]**).

4.3 **Accessorials.** Accessorial Charges incurred in connection with a Load (including detention beyond free time stated in the Rate Confirmation or industry-standard free time if not stated) shall be Shipper's responsibility as set forth in the Rate Confirmation or as otherwise documented and reasonably substantiated by Broker or Carrier.

4.4 **Payment.** Shipper shall pay Broker the amounts due for each Load within **[PAYMENT TERMS, e.g., Net 30]** days of Broker's invoice date (or as otherwise stated in the Rate Confirmation). Payment shall be made to Broker at the address or electronic payment instructions on the invoice. **Shipper pays Broker; Broker is solely responsible for paying Carriers** for services Broker has arranged, subject to Broker's agreements with those Carriers.

4.5 **Late Payment.** Past-due amounts may accrue interest at the rate of **[LATE FEE / INTEREST RATE, e.g., 1.5% per month]** or the maximum rate permitted by law, whichever is less, and Shipper shall be responsible for reasonable collection costs, including attorneys' fees, to the extent permitted by law.

4.6 **Disputed Invoices.** Shipper shall notify Broker in writing of any bona fide invoice dispute within **[DISPUTE WINDOW, e.g., 30]** days of the invoice date, with reasonable detail. Undisputed amounts remain due when payable. The Parties shall cooperate in good faith to resolve disputes promptly.

4.7 **No Setoff Against Carrier Pay Without Notice.** Shipper shall not withhold payment to Broker based on Claims or Carrier performance issues without first providing Broker written notice and a reasonable opportunity to investigate, except as required by law.

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5. CARRIER SELECTION

5.1 **Broker Selection.** Broker shall select Carriers that, to Broker's knowledge based on commercially reasonable screening at the time of dispatch, are licensed, authorized, and insured to transport the applicable Load in interstate or intrastate commerce as required.

5.2 **Screening.** Broker's screening may include verification of FMCSA operating authority, insurance certificates or filings, and safety information available through public FMCSA sources, consistent with Broker's then-current carrier qualification practices.

5.3 **Shipper-Requested Carriers.** Shipper may request that Broker use a specific Carrier. Broker may decline if the Carrier does not meet Broker's qualification standards. If Broker uses a Shipper-requested Carrier at Shipper's direction, Shipper acknowledges that Broker's screening obligations

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as to that Carrier are limited to what Broker can reasonably verify, and Shipper remains responsible for any requirements Shipper has imposed on that Carrier beyond Broker's standards.

5.4 **Bills of Lading.** Carriers typically issue or are named on bills of lading. Insertion of Broker's name on a bill of lading as "carrier" shall not change Broker's status as a broker. Shipper shall instruct that bills of lading identify the transporting Carrier as the carrier of record where practicable.

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6. INSURANCE AND SURETY

6.1 **Broker Contingent Cargo / Liability Insurance.** Broker shall maintain contingent cargo or similar broker liability insurance in commercially reasonable amounts (**[BROKER CONTINGENT CARGO LIMIT, e.g., $100,000]** per occurrence, or as otherwise maintained by Broker), and shall provide certificates upon reasonable request.

6.2 **Broker Bond / Trust.** Broker shall maintain a BMC-84 surety bond or BMC-85 trust fund as required by FMCSA regulations for property brokers, in the amount required by law (**[CURRENT STATUTORY MINIMUM / ACTUAL AMOUNT PLACEHOLDER]**).

6.3 **Carrier Insurance Minimums.** Broker will require Carriers it selects to maintain, at minimum (unless a Rate Confirmation or Shipper written requirement specifies higher limits):

Coverage	Minimum
Auto liability (bodily injury / property damage)	**[$1,000,000]** combined single limit (or higher if legally required for the commodity)
Cargo insurance	**[$100,000]** per occurrence (or as otherwise stated in the Rate Confirmation)

Higher limits or additional coverages (e.g., refrigerated breakdown, hazmat) may be required for special freight as agreed in writing or in the Rate Confirmation.

6.4 **Certificates.** Broker shall use commercially reasonable efforts to obtain certificates of insurance from Carriers. Certificates are evidence of coverage at the time of issuance and are not a guarantee of payment by an insurer. Shipper may request copies for a given Load subject to Carrier and insurer practices.

6.5 **No Insurance Advice.** Nothing in this Agreement constitutes advice regarding Shipper's own insurance needs. Shipper should maintain its own cargo and business insurance as it deems appropriate.

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7. CARGO CLAIMS

7.1 **Notice of Claim.** Shipper (or its consignee) shall give written notice of any Claim to Broker and/or the responsible Carrier as soon as practicable, and in any event within time limits applicable under the bill of lading, Carrier tariff, or governing law (including, where applicable, the Carmack Amendment, 49 U.S.C. § 14706, as to **Carriers**).

7.2 **Filing.** Claims for cargo loss or damage are generally the responsibility of the transporting Carrier. Shipper may file a Claim with the Carrier directly, or may submit Claim documentation to Broker, in which case Broker will forward the Claim to the Carrier and use commercially reasonable efforts to facilitate the Carrier's handling of the Claim. Broker is not the Carrier and is not liable as a Carrier under Carmack.

7.3 **Documentation.** Claimants shall provide customary supporting documents (e.g., bill of lading, delivery receipt, inspection reports, invoices, photographs, and a statement of the amount claimed).

7.4 **Limitation — Broker Role.** Broker's liability arising from brokerage Services (as distinct from Carrier liability for cargo) shall be limited as set forth in Section 8. Broker does not assume Carrier liability for loss, damage, or delay merely by arranging transportation or by assisting with Claims.

7.5 **Salvage and Mitigation.** Shipper shall take reasonable steps to mitigate damages and preserve salvage rights consistent with applicable law and Carrier claim procedures.

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8. LIABILITY AND INDEMNIFICATION

8.1 **Broker Liability.** Broker shall perform the Services in a commercially reasonable manner. Broker shall not be liable for the acts, omissions, negligence, or willful misconduct of Carriers, except to the extent caused by Broker's own negligence or willful misconduct in performing brokerage duties under this Agreement.

8.2 **Limitation of Liability.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OBLIGATIONS UNDER SECTION 8.4 (INDEMNITY FOR THIRD-PARTY CLAIMS TO THE EXTENT CAUSED BY THAT PARTY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BROKER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THE SERVICES FOR ANY LOAD SHALL NOT EXCEED THE TOTAL BROKERAGE FEES PAID OR PAYABLE TO BROKER FOR THAT LOAD, EXCEPT TO THE

EXTENT PROHIBITED BY LAW OR ARISING FROM BROKER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.3 **Shipper Responsibilities.** Shipper is responsible for accurate description of goods, proper packaging (unless Carrier loading obligations apply and are agreed), lawful tender, and providing information needed for safe and legal transportation.

8.4 **Mutual Indemnification.**

(a) **Broker** shall indemnify, defend, and hold harmless Shipper and its officers, directors, and employees from and against third-party claims for personal injury or property damage to the extent caused by Broker's negligence or willful misconduct in performing the Services.

(b) **Shipper** shall indemnify, defend, and hold harmless Broker and its officers, directors, and employees from and against third-party claims to the extent caused by Shipper's negligence or willful misconduct, inaccurate shipping information, or tender of illegal or improperly declared goods.

(c) Indemnification is subject to prompt written notice, reasonable cooperation, and the indemnifying Party's right to control the defense (with no settlement imposing obligations on the indemnified Party without consent, not to be unreasonably withheld).

8.5 **Survival.** This Section 8 shall survive termination or expiration of this Agreement.

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9. HAZARDOUS MATERIALS AND SPECIAL FREIGHT

9.1 **Shipper Warranty.** Shipper warrants that it will accurately describe all freight, including any hazardous materials, temperature-sensitive goods, high-value goods, oversized/overweight shipments, or other special freight, and will comply with all applicable laws regarding tender, packaging, placarding, and documentation.

9.2 **Hazmat.** Shipper shall not tender hazardous materials unless: (a) Shipper has disclosed the hazmat nature and UN/NA identification and class in writing before booking; (b) Shipper provides all required shipping papers and certifications; and (c) Broker has confirmed in the Rate Confirmation that it can arrange a Carrier authorized and willing to transport such materials. Additional charges may apply.

9.3 **Refusal.** Broker may decline to arrange transportation of any Load that, in Broker's reasonable judgment, presents undue legal, safety, or operational risk.

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10. TERM AND TERMINATION

10.1 **Term.** This Agreement begins on the Effective Date and continues on a **[TERM: month-to-month / one (1) year]** basis. If a fixed term is selected, it shall automatically renew for successive periods of the same length unless either Party gives written notice of non-renewal at least **[NOTICE PERIOD, e.g., thirty (30)]** days before the end of the then-current term.

10.2 **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon **[TERMINATION NOTICE, e.g., thirty (30)]** days' prior written notice to the other Party.

10.3 **Termination for Cause.** Either Party may terminate immediately upon written notice if the other Party materially breaches this Agreement and fails to cure within **[CURE PERIOD, e.g., fifteen (15)]** days after written notice specifying the breach (or immediately if the breach is not reasonably curable).

10.4 **Effect of Termination.** Termination does not relieve either Party of obligations accrued before termination, including payment for Loads already arranged or transported, Claims handling then in process, and surviving provisions (confidentiality, indemnification, limitation of liability, governing law, etc.). Rate Confirmations for Loads in transit remain in effect until completion.

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11. CONFIDENTIALITY

11.1 **Confidential Information.** Each Party agrees to keep confidential the other Party's non-public business information received in connection with this Agreement, including rates, customer and Carrier identities (as applicable), volumes, and operational practices, and to use such information only to perform under this Agreement.

11.2 **Exceptions.** Confidentiality does not apply to information that: (a) is or becomes public through no fault of the receiving Party; (b) was rightfully known before disclosure; (c) is independently developed; or (d) must be disclosed by law or legal process (with prior notice to the disclosing Party where legally permitted).

11.3 **Duration.** Confidentiality obligations continue for **[CONFIDENTIALITY PERIOD, e.g., three (3)]** years after termination of this Agreement (and indefinitely as to trade secrets under applicable law).

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12. NON-SOLICITATION OF CARRIERS

12.1 **Optional Carrier Non-Solicit.** During the term of this Agreement and for **[NON-SOLICIT PERIOD, e.g., twelve (12)]** months thereafter, Shipper shall not knowingly solicit or engage, directly or indirectly for transportation services that bypass Broker, any Carrier that Broker first

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introduced to Shipper in connection with Loads under this Agreement, **except**: (a) Carriers with which Shipper had a pre-existing relationship; (b) Carriers Shipper independently found without Broker's introduction; or (c) where Broker has consented in writing.

12.2 **Fairness.** This Section is intended to protect Broker's Carrier relationships without restricting Shipper's ability to use the open market or its existing Carrier network. If any court finds this restraint overbroad, it shall be enforced to the maximum extent enforceable.

12.3 **Remedies.** Breach of this Section may entitle Broker to injunctive relief and damages to the extent available at law or equity. **[OPTIONAL: liquidated damages of $____ per Carrier solicited in violation — leave blank or delete if not used.]**

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13. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, government actions, epidemic, labor disputes (other than involving the affected Party's own employees), widespread cyber incidents, or severe weather affecting transportation networks. The affected Party shall give prompt notice and resume performance as soon as reasonably practicable. If force majeure continues for more than **[FORCE MAJEURE PERIOD, e.g., thirty (30)]** consecutive days, either Party may terminate this Agreement upon written notice without liability (except for accrued obligations).

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14. NOTICES

All notices under this Agreement shall be in writing and deemed given when: (a) delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) three (3) business days after mailing by certified U.S. mail, return receipt requested; or (d) on the date sent by email with confirmation of receipt (including reply), if sent during the recipient's business hours, otherwise on the next business day.

To Broker:
LOAD LINK LOGISTICS 365 LLC
Attn: **Ron Albaugh**
523 Cherry St, Grand Forks, ND 58201
Phone: **(701) 335-9891**
Email: **paperwork@loadlinklogistics365.com**

To Shipper:
____

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Email: ______________________________________

Either Party may update its notice information by written notice to the other Party.

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15. GOVERNING LAW AND VENUE

15.1 **Governing Law.** This Agreement shall be governed by the laws of the State of **[GOVERNING STATE]**, without regard to conflicts-of-law principles, and by applicable federal transportation law (including FMCSA regulations) where preempting or otherwise controlling.

15.2 **Venue.** The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in **[COUNTY / CITY], [GOVERNING STATE]**, for disputes arising out of this Agreement, except that either Party may seek injunctive relief in any court of competent jurisdiction. **[OPTIONAL: arbitration clause placeholder — ☐ Disputes shall be resolved by binding arbitration in accordance with Addendum B.]**

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16. GENERAL PROVISIONS

16.1 **Entire Agreement.** This Agreement, together with Rate Confirmations issued hereunder and any written addenda signed by both Parties, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, and agreements relating thereto (whether written or oral).

16.2 **Amendments.** No amendment or waiver of this Agreement is effective unless in a writing signed by both Parties (email or electronic signature acceptable if clearly stating intent to amend). Rate Confirmations may set load-specific terms without amending this master Agreement.

16.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

16.4 **Waiver.** Failure to enforce any provision is not a waiver of that provision or any other. Any waiver must be specific and in writing to be effective.

16.5 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to a successor in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes this Agreement in writing. This Agreement binds and benefits the Parties' permitted successors and assigns.

16.6 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including PDF or electronic copies), each of which is deemed an original, and all of which together constitute one instrument. Electronic signatures (including DocuSign, Adobe Sign, or similar) are valid and binding to the fullest extent permitted by the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law (including the Uniform Electronic Transactions Act where adopted).

16.7 **Construction.** Headings are for convenience only. "Including" means "including without limitation." References to statutes include amendments and successor provisions. No rule of construction against the drafter shall apply.

16.8 **Authority.** Each person signing below represents that they have authority to bind the Party on whose behalf they sign.

Initial: ______________

IN WITNESS WHEREOF, the Parties have executed this Broker–Shipper Agreement as of the Effective Date first written above.

BROKER

Legal name: **LOAD LINK LOGISTICS 365 LLC**

Phone: **(701) 335-9891**

Email: **paperwork@loadlinklogistics365.com**

Signature: ________________________________

Printed Name: **Ron Albaugh**

Title: ____________________________________

Date: ____________________________________

SHIPPER

Legal name: ____

Signature: ________________________________

Printed Name: ______________________________

Title: ____________________________________

Date: ____________________________________

End of Broker–Shipper Agreement — Draft for discussion; subject to attorney review.