



## **SHIPPER-BROKER AGREEMENT**

This contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a domestic corporation, hereinafter called “SHIPPER”, and **ML Brokerage Firm, LLC**, dba ML Brokerage, a domestic corporation, hereinafter called “FREIGHT BROKER”.

Whereas, Freight Broker is engaged in the business of placing loads, tendered to it by shipper, for transportation with carriers by motor vehicle, regulated by the Federal Motor Carrier Safety Administration, under contract with such carriers; and

Whereas, Freight Broker represents that it is duly authorized to perform such services for compensation under a license issued to it by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 656647; and that it holds and effective Surety Bond or Trust Fund Agreement under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall employ only the services of motor carriers duly authorized by the Interstate Commerce Commission and insured in accordance with the laws and regulations of the appropriate federal and /or state regulatory agencies including but not limited to the Federal Motor Carrier Safety Administration and the United States Department of Transportation.

Whereas, Freight Broker desires to prove its transportation services on behalf of the Shipper for the interstate, intrastate and foreign transportation of commodities as more specifically described hereinafter; and

Whereas, Shipper desires to avail itself of such services.

Now, therefore, in consideration of the mutual agreements herein contained, and the compensation that the Freight Broker will receive from the monies that are paid for the transportation, the parties agree as follows;

1. Shipper agrees to tender certain loads, from time to time, to Freight Broker. The Charges as to each shipment shall be agreed to, either orally or in writing, by the parties, prior to the movement of the shipment.
2. Freight Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of the Shipper.
3. Freight Broker agrees to provide Shipper with adequate proof of acceptance and delivery of such loads in the form of a freight bill, and Shipper understands that the Freight Broker will be compensated by the carrier for the moves on which the Shipper pays the Freight Broker the transportation charges.
4. Except as may otherwise appear herein (including appendices), the rights and obligations existing between the parties hereto shall be those defined in the Interstate Commerce Act as to the conduct of freight Brokerage in interstate and foreign commerce.
5. The terms of this Agreement shall commence on the above stated date and shall continue in effect until terminated by either party upon not less than fifteen (15) days written notice, either hand delivered or mailed to the address shown above.
6. The parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Freight Broker, the Freight Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005. All matters pertaining to rates and charges should be solely between Shipper and Freight Broker.
7. Freight Broker represents that the carriers that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall insure to the Shipper.
8. Freight Broker agrees that it shall treat all sensitive business information as confidential and shall not release same without the written consent of the Shipper.
9. It is understood between the parties that Freight Broker shall remain an independent contractor under this contract and that its agents and/or employees are under its exclusive management and control and that Shipper neither exercises nor retains any control or supervision of or over Freight Broker, or its operations, agents or employees in any manner whatsoever.

10. It is understood between the parties that each shall conduct its operations and activities in accordance with all Federal, State and Municipal laws, regulations, rules and ordinance affecting or regulating the transportation of the commodities involved.
11. Freight Broker agrees that in each of the contracts it has with contract carriers that the following clause shall be included: "Carrier authorizes Freight Broker to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of the Carrier. Payment of the freight charges to Freight Broker shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges".
12. Freight Broker agrees to indemnify Shipper and hold it harmless from any claims which arise from the use of carriers not meeting the above stated requirements.
13. This instrument constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing and signed by both parties. This contract shall be construed in accordance with the laws of the state of Nebraska.
14. If any dispute arises about any matter covered by the terms of this Motor Carrier Contract Agreement, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Federal Motor Carrier Safety Administration. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated. Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111.

No court action can be taken by either party prior to the decision of commission, and the decision of the Commission shall be a binding, final and unappealable decision, If for any reason, the Commission refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

SHIPPER:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMERGENCY PHONE: \_\_\_\_\_

FREIGHT BROKER:

**ML BROKERAGE FIRM, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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