

TRANSPORTATION CONTRACT

This Contract is made _____, 20____, by and between Shippers Resource Center, Inc., Doing Business as Shippers Resource Center hereinafter SRC, and _____,

_____, a properly

authorized for-hire carrier located at _____ ("Carrier").
WITNESSETH:

WHEREAS, SRC is a licensed Transportation Broker under MC-464639-B;
WHEREAS, Carrier is authorized as a for-hire carrier pursuant to authority issued under Docket No. MC-_____; and

WHEREAS, SRC and Carrier wish to enter into a contract pursuant to the terms of which SRC will tender freight to Carrier for transportation.

In consideration of the recitals set forth above, and the mutual promises and covenants set forth herein, the parties agree as follows:

1. Scope of the Contract. Subject to the terms and conditions contained in SRC's Carrier Terms and Conditions, a copy of which can be reviewed at www.nationalshippersalliance.com, SRC agrees to tender and Carrier agrees to transport shipments in full compliance with all laws, rules and regulations governing for-hire motor carriage. Carrier further agrees that it will not broker or otherwise tender any load tendered by SRC to another carrier, **without SRC's prior written consent.** In the event Carrier breaches this prohibition Carrier shall forfeit all compensation due Carrier under paragraph 2.
2. Compensation. The actual services to be rendered and the compensation to be paid to Carrier shall be determined on a load-by-load basis as mutually agreed upon by SRC and Carrier and confirmed Schedule A, which shall be attached hereto and incorporated herein. Unless objected to by Carrier upon receipt of the Schedule A for the shipment, Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on Schedule A for the shipment are fully and correctly stated.
3. Payment. SRC shall pay Carrier within thirty (30) days of SRC's receipt of Carrier's freight bill, **listing SRC's Order Number**, the delivery receipt, without exception or notation, the original signed bill of lading.
5. Cargo Liability. Carrier agrees to abide by the rules and regulations concerning the disposition and settlement of claims for loss and damage set forth at 49 C.F.R. Part 370. The parties acknowledge and agree that Carrier's liability shall be that of a common carrier as set forth in 49 U.S.C. Section 14706 and claims shall be disposed of in accord with 49 CFR Part 370.
6. Insurance. Carrier, at its sole expense, shall maintain workers' compensation coverage as required by state law, and commercial general liability and automobile liability insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage, and cargo insurance in an amount sufficient to cover the cargo hauled but in no event in an amount less than \$100,000. Carrier shall furnish SRC with a Certificate of Insurance evidencing said coverage, and shall require its insurance carrier to give SRC written notice thirty (30) days prior to the cancellation or modification of said insurance.
7. Indemnification. Carrier agrees to indemnify, defend and hold SRC, and its customers, harmless in accordance with the Indemnification Provision contained in SRC's Carrier Terms and Conditions.
8. Account Protection. Carrier understands and agrees that SRC has put forth substantial effort and investment to develop its accounts and to secure the good will of its customers. As part consideration of this Contract, during the term of this Contract and for a period of one (1) year after the effective date of any termination hereof, Carrier shall not, directly or indirectly, attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper or receiver who is now or during the term of this Contract becomes a customer of SRC. Unless Carrier is given prior written authorization, Carrier agrees to pay SRC a commission of twenty-five (25%) percent of all revenues billed for a period of eighteen (10) months to any account of SRC in violation of any of the foregoing, and such commission shall be due and payable within thirty (30) days after the billing date.
9. Waiver. All rights and remedies provided by the Interstate Commerce Commission Termination Act, which have not been specifically waived herein or in SRC's Carrier Terms and Conditions, available at www.shippersresource.com and which are not inconsistent or in conflict with the rights and remedies provided herein shall continue to apply to transportation provided by Carrier for SRC pursuant to this Contract.
10. Effective Date. This Contract shall become effective on the date first shown above and continue until terminated by either party upon ten (10) days written notice.
11. Governing Law. This Contract shall be governed by the laws of Minnesota and all disputes will be litigated in the courts of the State of Minnesota, or such other state as SRC deems appropriate in its sole discretion. In the event of litigation, if SRC prevails, it shall be entitled to recover its attorney's fees.
12. Carrier represents and warrants that it has read and understands SRC's Carrier Terms and Conditions. In addition to this Transportation Contract, Carrier further agrees to abide and be bound by SRC's Carrier Terms and Conditions, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

SHIPPERS RESOURCE CENTER., INC.

CARRIER:

By _____

By _____