



Solid Point Logistics
287 Cambridge Dr
Mount Clemens MI 48043

Shipper/Broker Agreement

1. PARTIES

This Shipper/Broker Agreement ("Agreement") is entered into by and between the Shipper and the Broker. The Broker is a licensed property broker arranging transportation services, and the Shipper is tendering freight for transport.

2. TERM

This Agreement shall commence upon execution and remain in effect until terminated by either party with thirty (30) days written notice.

3. BROKER AUTHORITY

Broker shall act as an independent contractor and shall arrange for transportation of Shipper's freight by authorized motor carriers.

4. CARRIER SELECTION

Broker agrees to use only properly licensed, insured, and qualified carriers. Broker shall not re-broker, subcontract, or assign shipments without prior written consent of Shipper.

5. PAYMENT TERMS

Shipper agrees to pay Broker for services within agreed payment terms (e.g., 30 days). Broker agrees to pay carriers promptly regardless of Shipper payment.

6. RATES AND CHARGES

Rates shall be agreed upon in writing (Rate Confirmation) prior to shipment. Additional charges must be approved by Shipper.

7. INSURANCE

Broker shall ensure carriers maintain appropriate cargo and liability insurance. Broker shall provide proof upon request.

8. Limitation of Liability

Carrier shall be liable for loss or damage to freight. Broker may assist in claims processing but is not a carrier. Broker shall not be liable for any indirect, special, incidental, or consequential damages (including, but not limited to, loss of profits or business interruption). In no event shall Broker's total liability for any claim arising out of a shipment exceed the total brokerage fee paid to Broker for that specific shipment. The Shipper agrees that the Carrier's cargo insurance shall be the primary source of recovery for all cargo claims.

9. CLAIMS

Claims must be filed within required timeframes. Broker will facilitate communication but is not financially liable unless negligence is proven.

10. CONFIDENTIALITY

Both parties agree to keep all proprietary and confidential information private and not disclose to third parties.

11. INDEMNIFICATION

Shipper agrees to indemnify and hold harmless the Broker from all claims.

12. TERMINATION

Either party may terminate this Agreement with written notice. Obligations accrued prior to termination shall survive.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the applicable state in which the contract is executed.

14. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior agreements.

15. Prohibition Against Double Brokering

Carrier shall not re-broker, co-broker, subcontract, or assign any shipment tendered by Broker to any other person or entity (collectively "Sub-Brokering"). If Carrier engages in Sub-Brokering without Broker's prior written consent: (a) Broker shall have no obligation to pay the freight charges for such shipment; (b) Carrier remains primarily liable for any cargo loss, damage, or theft; and (c) Carrier shall indemnify Broker against any claims arising from the actions of the unauthorized third party.

16. Independent Contractor & No-Carrier Status

Broker is a licensed freight broker only and is not a motor carrier or bailee of any kind. Carrier is, and shall remain, an independent contractor. Under no circumstances shall Broker be deemed a "carrier" or "co-carrier" of the goods. Carrier shall be solely responsible for all cargo loss, damage, or theft occurring while the goods are in its care, custody, or control.

SHIPPER:

Name: _____

Signature: _____

Date: _____

BROKER:

Name: _____

Signature: _____

Date: _____