

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between McLaughlin Freight Services, Inc., hereinafter referred to as "Broker"; and, _____, hereinafter referred to as "Carrier".

1. Broker is a duly licensed motor carrier broker, licensed to arrange for the transportation of property pursuant to MC-462375 (Sub No. _____), (a copy of which is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to Carrier, in accordance with the criteria established within the framework of this Agreement.

2. Carrier is a motor contract carrier of property authorized by Permit No. MC-_____ (Sub No. _____), (a copy of which is attached hereto and made a part hereof) to provide transportation of property for Broker.

3. Broker agrees to tender the Carrier for transportation and Carrier agrees to transport for Broker a minimum of 100,000 pounds of freight per year. Carrier agrees to transport such additional freight as Broker may require subject to availability of Carrier's equipment.

4. Rates and charges for traffic moved under this Agreement shall be as agreed to by the parties hereto in writing and shall be contained in a schedule or memorandum of rates and charges approved by Carrier and Broker and attached to this Agreement or set forth in a rate confirmation approved by Carrier and Broker. Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time, and similarly approved and attached to this Agreement.

5. The Broker is authorized to invoice and collect from the shipper, consignee, or other responsible payor all applicable freight charges due as agent for and on behalf of the Carrier. Payment to the Broker as authorized by this Agreement shall relieve such shipper, consignee or other payor of any liability to the Carrier for non-payment of such charges. Broker shall be paid a commission of _____ percent (____%) of gross revenue received on the movement of traffic transported under this Agreement. An alternate form of commission may be negotiated by Broker and Carrier. Broker shall be authorized to deduct said commission from the freight charges collected from shipper, consignee or other responsible payor.

6. Broker shall pay each Carrier invoice submitted for services rendered hereunder not more than thirty (30) days after presentation, provided such invoice is accompanied by all necessary shipping documentation, to include an ORIGINAL SIGNED COPY OF THE BILL OF LADING, as well as any other documentation as required by shipper, consignee, or other payor for payment and provided Broker receives payment. Carrier shall insure that delivery documents completed by Carrier or shipper identify Broker as a duly licensed motor carrier broker and Carrier as the entity performing the transportation service.

7. The Carrier shall provide the Broker with evidence of public liability and cargo insurance in a principal amount required by Broker but not less than that required by the then current regulations of the Federal Highway Administration. The Broker shall be designated as additional

named insured on each such policy of insurance and confirmation of additional insured status shall be provided to Broker in writing. Carrier shall cause its insurance carrier to give Broker written notice at least ten (10) days prior to the cancellation of such insurance.

8. The Carrier shall be solely and exclusively liable for all cargo loss, damage, shortage or claim arising from the transportation of any commodities under the terms of this Agreement. The Carrier shall also be solely and exclusively liable for all other legal liability claimed or arising from the transportation of any commodities under the terms of this Agreement.

9. All equipment and/or drivers utilized by the Carrier under the terms of this Agreement shall comply with those minimum standards as are established by the Federal Motor Carrier Safety Regulations, 49 CFR 383 and 49 CFR 390-399. It is understood that the Carrier shall secure the services of, supervise and be responsible for all persons operating trucks hereunder and Carrier shall hold Broker harmless from any claim, including fees in defense thereof, by drivers and other workers or by any federal, state or local governmental agency, for wage, industrial accident, workers compensation, withholding and unemployment taxes, or any other action arising from the performance of this Agreement.

10. It is mutually understood and agreed that the relationship of Carrier to Broker hereunder is and shall remain solely that of an independent contractor, that neither party is authorized to act for or in any manner represent itself as an agent of the other or to conduct or enter into any agreement for or on behalf of the other party, and that neither party is authorized to use the formal name, business name, trademark or service mark used by the other party or by any company with which the other party is affiliated.

11. During the term of this Agreement and for a period of one year after completion or termination of this Agreement, Carrier shall not (i) engage directly or indirectly in competition with Broker for the business of any person or entity ("Customer") for whom Carrier performed services for Broker during the term of this Agreement; (ii) directly or indirectly request or advise any Customer to withdraw, curtail or cancel its business with Broker; or (iii) solicit or accept, whether in the capacity of owner, employee or agent, any business from a Customer of Broker for whom Carrier performed services during the term of this Agreement. In the event Carrier provides transportation services for any Customer of Broker in violation of this paragraph, Carrier agrees to pay Broker ten percent (10%) of the gross revenue on any shipments so transported as liquidated damages and to pay any costs incurred by Broker in the enforcement of this paragraph, including reasonable attorney fees.

12. In the event this Agreement fails to comply with or violates any policy, rule or regulation of any federal or state regulatory agency, the parties to this Agreement waive any recourse for damages from such non-compliance or violation.

13. This Agreement shall be effective for an initial term of one (1) year commencing on the date the Agreement is signed by the parties. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless cancelled earlier by either party upon thirty (30) days written notice of its intention to cancel.

14. In the event either party breaches this Agreement, the other party shall have the right to cancel the Agreement immediately and hold the party committing the breach liable for damages.

DATED this _____ day of _____, ²⁰¹⁹~~2004~~.

BROKER:
McLaughlin Freight Services, Inc.

CARRIER: _____

Federal I.D. No. _____

Federal I.D. No. _____

604 Main Street
Street Address

Street Address

Mediapolis Iowa 52637
City State Zip

City State Zip

By Daniel R. McLaughlin

By _____

Title President

Title _____