



Broker - Carrier Agreement

MAXIMUM FREIGHT LOGISTICS

Broker-Carrier Agreement

This Broker-Carrier Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between MAXIMUM FREIGHT LOGISTICS ("Broker"), and _____, a Registered Motor Carrier ("Carrier"); collectively, the "Parties."

1. Carrier Representations and Warranties

Carrier represents and warrants that Carrier:

- A. Is a motor carrier with Federal Motor Carrier Safety Administration ("FMCSA") operating authority, authorized to provide transportation of property under contracts with shippers, receivers, and/or brokers of general commodities, and will maintain such authority during the term of this Agreement ("Registered Motor Carrier").
- B. Shall transport the property safely and without damaging the cargo, under its own operating authority and subject to the terms of this Agreement and the Customer's requirements.
- C. Shall verify weight and dimensions of cargo and ensure it is within legal limits for transportation.
- D. Makes the representations herein for the purpose of inducing Broker to enter into this Agreement.
- E. Will not insert, or authorize anyone else to insert, Broker's name on a bill of lading as the shipper or carrier without Broker's express written consent. A shipper's insertion of Broker's name as the carrier on a bill of lading, delivery order, or other document is for convenience only and does not change Broker's status as a property broker or Carrier's status as a motor carrier.

F. Will not re-broker, double broker, assign, or interline shipments hereunder. If Carrier cannot handle the load with its own drivers, Carrier agrees to inform Broker before pick-up

or delivery. Breach of this provision constitutes a material breach, allowing Broker to terminate this Agreement immediately, pay the delivering carrier directly, and hold Carrier responsible for all obligations. Carrier shall defend, indemnify, and hold harmless Broker, its customers, and their officers, directors, and employees from any claims arising from unauthorized carriers or breaches of this section, including consequential damages.

G. Is in compliance with all applicable federal, state, and local laws relating to its services, including driver training, hours of service, sanitation, temperature (if applicable), equipment safety, and insurance regulations.

H. Is solely responsible for management, discipline, direction, and control of its employees, owner/operators, and equipment in compliance with all legal and regulatory requirements. Safe and legal operation shall govern over any service requests from Broker or Broker's customers.

I. Will not consolidate shipments when compensation is based on a direct rate unless agreed in writing; Broker may reduce compensation otherwise.

J. Will provide prompt, reliable service and maintain communication with Broker regarding the status of pending loads. Failure may result in a reduction of fees.

K. Will notify Broker immediately if its federal operating authority is revoked, suspended, sold, or if insurance is terminated or materially modified.

L. Shall defend, indemnify, and hold Broker, its affiliates, customers, and shippers harmless from any claims, actions, or damages arising out of its performance under this Agreement, including cargo loss, theft, delay, property damage, or personal injury, whether Carrier is solely or concurrently at fault.

M. Will notify Broker in writing immediately if its safety rating issued by FMCSA/U.S. DOT is changed to “Unsatisfactory” or “Conditional.”

N. Authorizes Broker to invoice Carrier’s freight charges to the shipper, consignee, or responsible third party.

O. Carrier shall comply with all additional requirements, instructions, and laws necessary to perform transportation services safely and lawfully.

2. Broker Rights and Responsibilities

A. Shipments: Broker is not obligated to tender any minimum number of shipments, loads, or volume of freight to Carrier. Nothing in this Agreement shall be construed as a guarantee of future business, load opportunities, shipment volume, revenue, or exclusivity. Broker may, in its sole discretion, offer shipments to Carrier on an as-needed basis, and Carrier may accept or reject any shipment offered, subject to the terms of this Agreement.

B. Billing: Broker conducts billing services. Carrier shall invoice Broker per agreed rates and confirmations. Broker and its customers have the right to offset claims or damages against amounts owed to Carrier. Disputes must be submitted in writing within 10 days.

C. Rates: All agreed-upon rates, including modifications, must be confirmed in writing.

D. Payment: Carrier shall be paid only by Broker for services provided. Carrier shall not seek payment from shippers or consignees without Broker’s consent. Broker may deduct amounts for claims, damages, or third-party liabilities from Carrier’s payment.

E. Bond: Broker shall maintain required surety bond or trust fund with FMCSA.

F. Broker Responsibility: Broker arranges transportation but does not perform it. Broker is not liable for lost profits or consequential damages.

3. Carrier Responsibilities

Carrier shall:

- Maintain all required federal, state, and local licenses, operating authority, permits, registrations, and qualifications necessary to lawfully perform transportation services.
- Maintain insurance coverage with financially sound insurers authorized to do business in the applicable jurisdictions, including at a minimum:
 - Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence.
 - Motor Truck Cargo Insurance with limits of not less than \$100,000 per occurrence (or higher limits as required by Broker or the specific shipment).
- Provide Broker with certificates of insurance upon request and notify Broker in writing of any cancellation, non-renewal, material modification, reduction in coverage, or lapse in
- Ensure safe loading, securement, transportation, and timely delivery.
- Provide qualified personnel, properly maintained equipment, and all necessary resources required to safely and legally transport shipments.
- Verify shipment details and comply with all applicable laws and safety requirements.
- Not subcontract, broker, or re-broker shipments without Broker's written consent.
- Provide qualified equipment and personnel for transportation.
- Issue accurate bills of lading and maintain proof of delivery.
- Transport cargo without unreasonable delay, loss, theft, shortage, contamination, or damage and immediately notify Broker of any delay, accident, claim, shortage, overage, damage, or other shipment discrepancy.
- Cooperate with investigations and audits by Broker or its customers.

4. Miscellaneous

- A. Independent Contractor: Carrier is an independent contractor. Carrier shall defend, indemnify, and hold Broker harmless from claims related to employees, contractors, or agents.
- B. Non-Exclusive Agreement: Parties may enter into agreements with other carriers or brokers.
- C. Waiver of Provisions: Failure to enforce a provision does not constitute waiver. Parties waive inconsistent rights under the Carmack Amendment where applicable.
- D. Customer Requirements: Carrier shall comply with all policies, procedures, and contractual obligations of Broker's customers.
- E. Non-Solicitation: Carrier shall not solicit Broker's customers for 12 months post-termination without written consent. Breach allows Broker to recover 25% commission on gross revenue and seek injunctive relief.
- F. Confidentiality: Carrier shall protect all confidential information, including rates, freight volumes, and customer information. Breach entitles Broker to injunctive relief and recovery of costs and attorney fees.
- G. Modification of Agreement: Only written mutual amendments are valid.
- H. Notices: All notices shall be in writing and delivered via personal delivery, certified mail, or email.
- I. Contract Term: One-year term, automatically renewing unless 30-day written notice is given. Obligations in progress must be completed.
- J. Severability/Survivability: Invalid terms do not affect remaining terms. Rights and obligations survive termination.
- K. Inability/Unwillingness to Fulfill Terms: Broker's remedies extend to Carrier's affiliates.

L. Counterparts: Agreement may be executed in multiple counterparts.

M. Entire Agreement: This Agreement contains the entire understanding of the Parties and

supersedes prior agreements. Written approval from Broker is required for any conflicting documents.

N. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

O. Standing: Broker has standing to sue for damages to goods transported. Payment for loss or damage automatically assigns rights to Broker.

P. Prevailing Party Entitled to Attorney Fees: The prevailing party in any action to enforce this Agreement may recover costs and reasonable attorney fees.

Q. Headings: Headings are for convenience and do not confer rights or obligations.

Carrier Agreement Acknowledgment

This document is provided for review and reference purposes. By electronically acknowledging receipt and acceptance of this Agreement through Maximum Freight Logistics, Inc.'s carrier onboarding process, Carrier acknowledges that it has read, understands, and agrees to be bound by the terms and conditions contained herein.

Maximum Freight Logistics, Inc. reserves the right to update this Agreement from time to time. The most current version will be maintained by Maximum Freight Logistics, Inc.