

## **MASTER TRANSPORTATION BROKERAGE AGREEMENT (Consolidated)**

**THIS AGREEMENT**, entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ a motor contract carrier as per MC# \_\_\_\_\_, (“CARRIER”), on the one hand, and on the other Cavalry Logistics, LLC., referred to as (“BROKER”).

**Whereas**, BROKER is a Property Broker in the business of securing freight from underlying shippers and negotiating with common and contract carriers for the transportation of such freight in interstate or intrastate commerce where allowed by authority of CARRIER and WHEREAS,

**Whereas**, CARRIER is a Motor Contract Carrier or a Common Carrier operating in Interstate and/or Intrastate commerce in accordance with authority issued by the Federal Motor Carrier Safety Administration and/or other appropriate governmental authorities.

**Whereas**, BROKER desires to engage CARRIER to perform transportation within the limits of CARRIER’s contract operating authorities according to this Agreement’s terms and conditions, and CARRIER desires to perform such transportation.

**NOW THEREFORE**, in consideration of mutual covenants and promises herein contained, the parties agree as follows:

1. **Term.** The term of this AGREEMENT shall be for a period of one year and will automatically renew year after year, for like terms, until cancelled upon 30 days written notice of one party to the other.
2. **Non-Exclusivity.** CARRIER and BROKER agree that this Agreement is not exclusive and that both CARRIER and BROKER are free to contract with other parties offering the same or similar services.
3. **Independent Contractor Relationship.** CARRIER is an independent contractor and is IN NO WAY TO BE CONSIDERED AN AGENT, EMPLOYEE OR JOINT VENTURER OF BROKER, in the providing of any services hereunder.
4. **Compliance with Law.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of the United States Department of Transportation (“DOT”) and other federal, state or provincial agencies having jurisdiction over any of the services provided pursuant to this Agreement. CARRIER further represents and warrants that it does not have a unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
5. **Services.** CARRIER shall transport BROKER’s shipments without delay and shall immediately notify BROKER of any likelihood of delay or of any incident or circumstance that will prevent or delay delivery to the consignee.
6. **Delivery Receipts.** Carrier shall obtain from the consignee a complete, signed delivery receipt for each shipment and shall notify BROKER immediately of any exception noted on the document. CARRIER shall send BROKER delivery receipts and bills of lading no later than 14 days from date of delivery.

7. **Cargo Claims.** Carrier shall be liable, without limitation, for all loss, damage or liability resulting from their transportation of any property arranged for by BROKER hereunder as a common carrier and shall process all claims for loss, damage or delay of delivery in accordance with the Code of Federal Regulation (49 C.F.R. Part 370). CARRIER shall pay BROKER within thirty (30) days of CARRIER having been notified of the amount of the claim and furnished documentation substantiating the claim.
8. **Insurance.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:
  - (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
  - (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
  - (c) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.
  - (d) CARRIER shall furnish to BROKER written certificates obtained from the insurance provider showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.
9. **Compensation.** BROKER agrees to pay CARRIER for services provided in accordance with the RATE CONFIRMATION SHEET (net 30 days), issued by BROKER and signed by CARRIER as a supplement to this Agreement prior to the dispatch of CARRIER equipment. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to this Agreement.
10. **Non-Solicitation.** CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of

this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

11. **Operating Expenses.** CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER's transportation equipment, its maintenance, and those persons who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires, employees or otherwise utilizes. CARRIER shall, at its sole cost and expense, (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance, and (d) utilize only competent, able and legally licensed and qualified personnel.
12. **Carrier Warranties.** CARRIER warrants that all shipments transported by CARRIER on behalf of BROKER will be transported under its motor carrier authority, and that CARRIER shall not in any manner subcontract, broker or arrange for the shipments to be transported by a third party without the prior written consent of BROKER. CARRIER agrees that common carrier rates and charges will not apply under any circumstances. Carrier further warrants that it has the expertise to handle all shipments tendered to it by BROKER for transportation, including all aspects of transportation such as loading, securement and unloading. CARRIER further agrees and understands that BROKER shall not be responsible for any aspect of the transportation, except for communicating the customer's transportation needs to CARRIER.
13. **Prevailing Party.** In the event of disagreement or dispute resulting in legal action, the prevailing party shall be entitled to reimbursement of legal fees.
14. **Dispatch.** CARRIER will be solely responsible for the dispatch of CARRIER's driver into any shipper or consignee related to the transportation services provided hereunder., provided, however, that CARRIER agrees to contact BROKER's designated agent with billing information immediately upon completion of loading and with the name of receiver and status of delivery immediately upon completion of delivery
15. **Waiver of Lien.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.
16. **Indemnification.** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the sole negligence of BROKER.
17. **Entire Agreement.** This Agreement, together with subsequently issued RATE CONFIRMATION SHEETS, constitutes the entire agreement between the parties. No additions can be made unless issued in writing and signed by both parties.

18. **Accessorial and Fuel Charges.** BROKER shall not be responsible for the payment of any accessorial charges or fuel surcharges to CARRIER unless such charges are specifically agreed to by BROKER in subsequently issued RATE CONFIRMATION SHEETS and only in the event such charges are collected by BROKER from the Customer.
19. **Waiver.** CARRIER and BROKER expressly waive all rights and remedies allowed under 49 U.S.C. § 14101, to the extent they conflict with this Agreement. BROKER's failure to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any of BROKER's rights or privileges.
20. **Governing Law.** This Agreement shall be deemed to have been drafted and executed under the laws and regulations of the State of Michigan and in the event of any disagreement or dispute, the laws of this state will apply and suit must be brought in this state.
21. **Applicability.** CARRIER acknowledges and agrees that each broker entity appearing on the signature page of this Agreement is a separate and distinct corporate entity, and that the use of this form of Agreement for independent transactions by any or all of the entities named on the signature page is merely a convenience for the applicable broker party to this Agreement. This Agreement is only applicable and enforceable by or against the CARRIER and the broker party (or parties) actually performing under this Agreement. No joint or cross liability shall arise against, between or among the broker parties. BROKER may add additional broker parties to this Agreement upon providing CARRIER with advance written notice.

**IN WITNESS WHEREOF**, the parties have indicated their approval by signature of their authorized representatives on the day and the date first above noted.

BROKER ENTITIES THIS AGREEMENT WILL APPLY TO:

Cavalry Logistics, LLC (MC-251704)

CARRIER  
NAME: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE X

On behalf of the entity named above:

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Agent or Attorney-in-Fact

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Phone: \_\_\_\_\_

MAILING ADDRESS:

Email: \_\_\_\_\_

12755 East Nine Mile Rd.,

FID#: \_\_\_\_\_

Warren, MI 48090

US DOT#: \_\_\_\_\_

FAX#: \_\_\_\_\_

**APPENDIX A**

**HAZARDOUS MATERIAL REQUIREMENTS**

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.
  
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.
  
3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$5,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name BROKER and CARRIER as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

**BROKER**

**CARRIER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_