

AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (the "Agreement" made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Carrier") and Action Transportation Inc. a Corporation located at medford, OR, (hereinafter referred to as "Broker").

WITNESSETH

- 1) **Action Transportation** is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle (MC# 359053-B).
- 2) Carrier is a duly licensed contract motor carrier operating under Docket No. MC-359053-B issued by the ICC/FHWA for the purposed of providing the transportation of property for shippers and receivers of general commodities.
- 3) Carrier agrees to accept lawful shipments of property offered it by **Action Transportation** subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated by **Action Transportation**. In the event Carrier is unable to supply services within the time requested by **Action Transportation**, it shall so advise **Action Transportation** and arrange to provide service at a later date, or **Action Transportation** may, if it so desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.
- 4) Carrier agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 per vehicle cargo liability insurance covering all goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per occurrence Automobile liability insurance. Carrier shall furnish to **Action Transportation** a Certificate of Insurance evidencing said insurance coverages and naming **Action Transportation** as a Certificate Holder on said policy.
- 5) Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State, or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.
- 6) From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this agreement.
- 7) Carrier agrees to immediately notify **Action Transportation** of any accident or event which impairs the safety of, or materially delays delivery of, goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 8) Carrier will issue and sign a standard bill of lading or receipt acceptable to **Action Transportation** and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the acutal consignor and consignee and **Action Transportation** shall appear in the "Bill To" section and in the "Special Instructions" section as being "shipped under contract authority with **Action Transportation**."
- 9) Carrier will bill **Action Transportation** and **Action Transportation** will pay Carrier for freight charges payable to Carrier on freight shipments tendered by **Action Transportation** to Carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between **Action Transportation** and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

- 10) **Action Transportation** will bill the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to **Action Transportation** shall relieve the shipper/consignee of any liability to Carrier for non-payment.
- 11) **Action Transportation** agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.
- 12) It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. Carrier agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of Carrier's employees and agents (including owner-operators) utilized by Carrier in the performance of this Agreement.
- 13) (a) Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited, or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.  
  
(b) Carrier agrees to indemnify and save harmless **Action Transportation** from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.
- 14) Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by **Action Transportation** for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of **Action Transportation's** accounts. In the event that Carrier breaches this provision, Carrier shall be liable to **Action Transportation** for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of **Action Transportation's** accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries, and affiliates.
- 15) This Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.
- 16) This Agreement shall be governed by the laws of the State of **Oregon** except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in **Oregon** or in any General Sessions or Chancery Courts for **Oregon** in connection with any suit, action or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or **Action Transportation** in respect to any such suit, action or proceeding will be heard and determined only in any such court.
- 17) If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 18) Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.

