



BROKER/CARRIER TRANSPORTATION AGREEMENT

This BROKER/CARRIER TRANSPORTATION AGREEMENT is made on _____, 20__, by and between Action Transportation, Inc. referred to as "BROKER" on the one hand, and on the other, _____, referred to as "CARRIER".

Whereas, CARRIER is registered with the Federal Motor Carrier Safety Administration ("FMCSA") in MC-_____, and operates as a licensed motor carrier of property, and is in all respects qualified to transport freight as required by BROKER; and

Whereas, BROKER is registered with the FMCSA as a property broker in MC 359053, and as an FMCSA registered broker provides broker services in connection with motor freight transportation as defined in 49 U.S.C. 13102(2), under its arrangements with consignors and consignees.

Whereas, BROKER, to satisfy some of its transportation needs in the fulfillment of its broker series desire to engage CARRIER from time to time to perform transportation services within the limits of CARRIER's contract carrier operating authority according to this Agreement's terms and conditions, and CARRIER desires to perform such transportation.

Now, therefore, intending to be legally bound and in consideration of the foregoing premises and the mutual promises hereon contained, CARRIER and BROKER agree as follows:

1. This Agreement's term shall be one year from the date of execution, subject to earlier termination by either party giving thirty days written notice to the other. Absent such notice, it shall automatically renew for successive one year periods.
2. BROKER hereby agrees to cause freight to be tendered to CARRIER; there is no minimum volume of freight contemplated by this Agreement. CARRIER hereby agrees to pick up, transport, deliver and provide such services, as BROKER shall require on all such freight handled.
3. CARRIER shall serve BROKER as an independent contractor, not as an agent or employee, and CARRIER shall make all arrangements it deems appropriate to provide sufficient personnel and motor carrier equipment to provide the transportation service contemplated by this Agreement. BROKER is not and will not be responsible for any debt or obligations incurred by establishing an employment relationship between the parties. This Agreement shall not be construed as creating any partnership or joint venture between the parties. Neither party shall be liable for any obligation incurred by the other, except as is expressly provided in the Agreement.
4. CARRIER agrees to defend, indemnify and hold harmless BROKER and its customers against any and all claims, loss or liabilities and all expenses related to be caused by any act or omission of CARRIER, its employees or agents in the performance of the Agreement or the services provided hereunder including neglect or willful act.

Int. ____

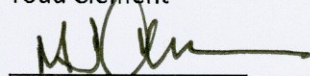
5. Documents for each of BROKERS shipments shall name BROKER as "broker" and CARRIER as "carrier". If there is a wrongly worded document, the parties will treat it as if prepared according to the preceding sentence.
6. Regardless of the form of receipt issued, all shipments tendered under this Agreement shall be subject to the terms and conditions contained in the Uniform Straight Bill of Lading, as published in the applicable National Motor Freight Classification 100 Series as of the time of shipment. If there is a conflict between this Agreement and any transportation document related to any shipment under this Agreement, this Agreement shall govern.
7. The charges mutually agreed upon and stated in Load Confirmation (i.e. dispatch sheets) will apply only to the shipment on shippers Load Confirmation. Charges on Load Confirmation supersede all other rates, charges or rates in other Agreements.
8. CARRIER agrees to invoice BROKER for arranging transportation under this agreement and as so stated on Load Confirmation for prescribed charges. CARRIER also agrees to forward along with freight invoice a consignee signed Bill of Lading for the purposes of Proof of Delivery, and any other documentation requested by BROKER at the time of services request and as stated on Load Confirmation.
9. CARRIER shall make a reasonable effort to transport all BROKER's shipments without delay. CARRIER will contact BROKER immediately upon any known or potential delay in pickup or delivery. Failure to notify BROKER directly of any real or actual service failure or failure to pickup and or deliver on a reasonable timely basis specified within the Load Confirmation may result in a negotiated reduction or original rate agreement to remedy service failure with customer.
10. CARRIER warrants to BROKER and its principals that it meets the following criteria: (a) CARRIER shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment; (b) CARRIER shall maintain public liability insurance in the amount of not less than \$1,000,000.00 as required by federal regulation (BMC-91 on file); (c) CARRIER shall maintain workers compensation insurance as required by state law; (d) CARRIER shall agree to provide certificates of insurance upon request; (e) CARRIER shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; (f) CARRIER shall be in compliance with all applicable laws; (g) CARRIER also agrees to keep certificates valid and on file and to mail Certificate to BROKER as additional insured there under.
11. CARRIER will provide BROKER with copy of any Insurance Policy Exclusions and assumes all responsibility and liability for any cargo loss to include policy exclusions and to include unattended vehicle theft, fire, wetness or other circumstance resulting in cargo loss while in care, custody and control of carrier, subject to and as set forth in Carmack Amendment
12. CARRIER will alert BROKER immediately if any Certificates of Insurance expire, are revoked or coverage amounts reduced or exclusions added or modified.
13. Governing Rules. The following rules shall apply: (a) the terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 USC 14706 & 49CFR 1005); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with CARRIER by BROKER or by BROKER's customers; and (f) BROKER's customer's third party beneficiary of this Agreement.

14. Released Rates. All shipments shall be subject to a maximum cargo liability of \$5.00 per Pound, subject to a \$100,000.00 per truckload maximum, unless by special written agreement as proposed by BROKER, accepted by CARRIER and stated on BROKER's load confirmation.
15. CARRIER further agrees not to direct solicit freight from BROKERS Clients that CARRIER transports shipments for as a result of the efforts and arrangements by BROKER.
16. CARRIER also agrees that should a client of BROKER contact carrier directly for services as a result of BROKER's utilization of CARRIER for said client, thus attempting to purposefully circumvent BROKER, then CARRIER agrees to refer customer back to BROKER as the acknowledged party responsible for bringing about client/carrier acquaintance.
17. The spirit of items 14 & 15 are to acknowledge that BROKER brings valued business to CARRIER and CARRIER recognizes pre-existing business relationship with BROKER and its clients. CARRIER agrees to pay BROKER 10% of Gross Line Haul Charges for any violation of this non-solicitation agreement, intentional or non-intentional.
18. CARRIER agrees to contact and obtain authorization from BROKER for any additional charges including detention, driver assist, lumpers or any other unauthorized accessorial charge that might incur. It is imperative that CARRIER call BROKER prior to the implantation of any unauthorized series or charges so that BROKER has the opportunity to investigate or intervene to prevent any unnecessary charges or delays and receive authorization from BROKER's customer.
19. CARRIER agrees to perform reasonable services as described in BROKER's Load Confirmation. CARRIER will alert BROKER immediately if any circumstance negates CARRIER from being able to perform its services in a timely manner as prescribed in Load Confirmation for any reason.
20. CARRIER agrees to not "double broker" or attempt to utilize intermodal mode of transportation or offer BROKER's shipment to additional or secondary underlying carrier, affiliate or other contract or common carrier without the express written authorization of BROKER.
21. CARRIER will supervise loading and unloading of vehicle to assure accountability and will note any pick up or delivery exceptions on Bill of Lading and alert BROKER at the time of its occurrence.
22. Although not required, CARRIER invoices can usually be processed more promptly if CARRIER faxes consignee signed Bill of Lading to BROKER's accounting office at time of delivery. Please advise BROKER's Load Confirmation number when faxing or submitting Freight Invoice and or Proof of Delivery.
23. Shipping Document Execution. CARRIER is to be named on the bill of lading as the Carrier of Record. BROKER shall be shown as the third party payor of all authorized freight charges.
24. Freight Invoice with original consignee bill of lading is necessary for payment.
25. BROKER shall pay CARRIER for each shipment tendered pursuant to this Agreement and agreed compensation within thirty (30) days from receipt of BROKER of (a) if applicable a written amendment to Load Confirmation, duly signed by CARRIER, acknowledging a change in compensation, for any specific shipment or shipments; and (b) CARRIER's freight bill with attached original Bill of Lading signed and dated by consignee at point of delivery as proof of delivery of shipment. Only if no such Bill of Lading was provided at point of origin will a written and signed receipt be acceptable as a substitute.

- 26. This agreement shall be governed by and construed in accordance with the Laws of the State of Oregon.
- 27. If the operation of any part of this Agreement results in a violation of any law, such part shall be severed and the Agreement's remaining provisions shall continue in full force and effect.
- 28. This agreement constitutes the entire agreement and understanding between parties and supersedes any and all prior agreements and understandings, either oral or written. Amendments or modifications to this Agreement shall be in writing and must be signed by a duly authorized representative of each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first above written.

Todd Clement



President/Action Transportation, Inc.

Print Name

Authorized Carrier Signature

Title of Authorized Carrier Representative

Carrier Name

Please review each item, initial each page and sign the last page. Fax back to 541-779-4476

Int. _____