



## **Motor Carrier Transportation Agreement**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between On a Roll Trucking, Inc. (hereinafter identified as “Broker”) an, Illinois corporation and \_\_\_\_\_ (hereinafter identified as “Carrier”).

### **BACKGROUND**

Broker represents that it is engaged in the business of marketing and performing intermediary transportation and distribution services of various commodities. Broker is authorized by the Interstate Commission in MC-Sub 10 and is desirous of using the truck transportation services of the Carrier to perform such services for its customers as described below.

Carrier acknowledges that it is providing such transportation services as an independent contractor consistent with those federal, state and provincial requirements applicable to “for-hire” transportation service, and that it is ready, willing and able to provide the service specified herein, and acknowledges the accounts for which it will transport freight are customers of the Broker. Carrier acknowledges that the customers of Broker are third party beneficiaries to this Agreement and that any rights available to the Broker herein shall inure to Broker’s customers.

Carrier represents that it is not providing transportation service to Broker as a common carrier, and said services are not subject to any individually or collectively applied rates or rules.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree:

#### 1. **TERM OF AGREEMENT**

This Agreement shall be effective for a period of one (1) year from the date hereof and shall continue from year to year thereafter unless terminated at any time, by either party on not less than 30 days’ written notice.

#### 2. **INDEPENDENT CONTRACTOR**

Carrier shall perform this Agreement as an independent contractor and nothing herein contained shall be constructed to be inconsistent with this relationship or status. Carrier shall be responsible for furnishing all of the drivers, labor, equipment and supplies necessary to perform its transportation obligations hereunder. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees and/or subcontractors perform the transportation services provided for hereunder, and Carrier shall engage and employ and/or subcontract with such individuals as it deems necessary in connection therewith, it being understood and agreed that such individuals shall be considered employees or subcontractors of Carrier only and shall be subject to employment, discharge, discipline and control solely and exclusively by Carrier. Carrier shall indemnify, defend and hold Broker and/or its customers harmless from any claims or actions against Broker and/or its customers brought by Carrier’s employees and/or subcontractors.

#### 3. **TRANSPORTATION SERVICE**

Carrier agrees to provide Broker and/or its customers a truck transportation service of various commodities and supplies between points and places agreed to by the parties. Broker agrees to pay Carrier agreed upon rates, and Carrier agrees to accept it as full consideration for all transportation and services rendered in compliance with this Agreement. Carrier is not permitted to move by rail, in whole or in part, any freight tendered under this Agreement. Carrier shall be entitled to no compensation for any freight moved by rail.

4. MINIMUM AND MAXIMUM TRANSPORTATION

Broker agrees to tender to Carrier for transportation, and Carrier agrees to transport not less than 42,500 Lbs. of freight during the term of this Agreement. Should this Agreement be terminated prior to its expiration, this tender obligation shall be reduced proportionately, but in no instance shall the minimum tender obligation be less than one shipment.

5. INSURANCE LIABILITIES PROTECTION

Carrier agrees to assume all liability for, and hereby agrees to indemnify, defend and hold Broker or its customers harmless for all expenses (including expenses of defending against legal proceedings by any party, including Carrier, Carrier's employees or subcontractors, or Carrier's Insurer), damages suits or claims or injuries to or death for any and all persons and for loss of or damage to property, in whomsoever belonging, arising out of Carrier's activities and performance of duties hereunder. Carrier agrees to purchase and carry during the term of this Agreement and any extensions thereof, policies of bodily injury and property damage liability insurance, including blanket contractual coverage, and naming Broker as an additional named insured, in the amount of \$2,000,000 combined single limit per occurrence. Carrier agrees to obtain workers' compensation insurance required by the law of the states in which the transportation service shall be performed, protecting and covering Carrier and its employees in such amounts as are required by the statutes of said states.

Copies of insurance policies, with all riders, endorsements, or other attachments or arrangements evidencing these limits must be provided Broker before any shipments will be tendered to Carrier.

6. PROPERTY DAMAGE AND CARGO LOSS

Carrier shall have the sole and exclusive care, custody and control of all Broker's customers property from the time it is delivered to it for transportation until delivery to the consignee. The Carrier assumes full responsibility for any and all damage to said property while in its care, custody, or control. Consistent herewith, Carrier agrees to purchase and carry during the term of this Agreement and any extensions hereof, policies of "all risks" cargo insurance, and naming Broker as an additional named insured, insuring each shipment carried, warehoused, or stored hereunder against all risk of physical damage in the amount of its full invoice value, plus applicable paid freight charges.

7. CARRIER'S CARGO LIABILITY

Carrier shall be liable to Broker and its customers for loss or damage to any property transported under this Agreement. Such liability shall begin at the time cargo is loaded upon the Carrier's equipment at the point of origin and until said cargo is delivered to the designated consignee at destination, or to any intermediate stop off party. The liability shall be for the full value of the item, which shall be understood to mean the invoiced cost of the lost or damaged item(s). With respect to any and all losses or damages due Broker from Carrier, Broker shall have the right to deduct those damages from any other monies due Carrier, whether or not it is related to the load/contract that was the cause of said damages. Carrier shall be liable as a common carrier as defined at 49-CFR 11707. Broker shall file any cargo claim with Carrier within one (1) year of the scheduled date of delivery.

8. DOCUMENTS

The standard shipping document shall be a Bill of Lading. Should the terms and conditions set forth in the Bill of Lading, or any other shipping document, differ from those contained in this

Agreement, the terms and conditions of this Agreement shall apply and take precedence. Carrier agrees to give Broker or any third (3<sup>rd</sup>) party designated by Broker a receipt for all property received and accepted for transportation hereunder, which receipt shall be prima facie evidence of receipt of such property in good order and condition, unless otherwise noted upon the face of the receipt.

Carrier agrees to take signed receipts on forms satisfactory to Broker from all persons to whom delivery shall be made, which receipt shall be retained by Carrier for at least one (1) year and shall be available for inspection and use by Broker or its customers.

9. PAYMENT OF CHARGES/EXCLUSIVITY OF APPLICABILITY

For shipments made on a prepaid basis from Broker's customers plant and/or facilities or on a collect basis to such plant and/or facilities, Carrier shall render freight bills for the services provided hereunder within thirty (30) days from the date of shipment and payment shall be made within thirty (30) days of receipt of said freight bill. For shipments made on a freight collect basis to a designee of Broker's customer, Carrier shall collect freight charges from consignees.

Carrier specifically understands that Broker is only responsible for freight charges which Broker specifically requests. The payment of any charges contained in this contract will be made exclusively by Broker. Carrier acknowledges that Broker's customers have no obligation for payment of freight charges of whatever nature and specifically acknowledge that is precluded from pursuing collection against Broker's customers for any services rendered subject to this contract.

10. MILEAGE CALCUALTION

When mileages are used in connection with rates in this Agreement they will be governed by PC MILER or such other method as agreed to by the parties, and formalized by written amendment.

11. UNDERCHARGES AND OVERCHARGES

Any action or proceeding by Carrier to recover undercharges alleged to be due hereunder, and any action or proceeding by Broker to recover overcharges alleged to be due hereunder, shall be commenced not more than one hundred eighty (180) days after delivery or tender of delivery of the shipment with respect to such undercharges or overcharges. The expiration of the one hundred eighty (180) day period shall be a complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstance or excuse herein, or any extension by operation of law which otherwise might apply.

12. NOTICES

All notices required to be given under the terms of this Agreement, or which either party hereto may desire to give to the other, shall be in writing signed by or on behalf of the party giving the same and sent by personal delivery, overnight courier, or certified mail to the address below or to such other addresses as either party may furnish the other in writing. All mailed such notices shall be deemed given when deposited in the mail.

IF TO BROKER

On A Roll Trucking, Inc.  
100 Lexington Drive Suite 202  
Buffalo Grove, IL 60089  
Attention: Robert Feldgreber

IF TO CARRIER

13. APPLICABLE LAW

The terms of this Agreement shall be covered by the laws of the State of Illinois. The venue for any litigation initiated by the parties must be either the Municipal, State or Federal Courts located in Chicago, Illinois.

IN WITNESS WHEREOF, Broker and Carrier have hereunto set their hands this day and year written herein.

BROKER

By \_\_\_\_\_ ON A ROLL TRUCKING, INC \_\_\_\_\_.

CARRIER

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_