MOTOR CARRIER TRANSPORTATION AGREEMENT

This Motor Carrier Transportation Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between [BROKER NAME], a licensed property broker ("Broker"), and the motor carrier identified in the carrier registration submitted with this Agreement ("Carrier"). Broker and Carrier are referred to individually as a "Party" and collectively as the "Parties."

1. Services

Carrier is a for-hire motor carrier authorized to transport property in interstate and intrastate commerce. From time to time, Broker may offer, and Carrier may accept, shipments to be transported by Carrier. Each shipment accepted by Carrier is subject to this Agreement, which controls over any conflicting terms on any load confirmation, bill of lading, or other document.

2. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate at any time, with or without cause, upon 30 days' written notice to the other Party. Termination does not relieve either Party of obligations arising before termination, including shipments in transit and payment obligations.

3. Carrier Representations and Obligations

- Carrier holds and will maintain all federal and state operating authority, registrations, and permits required, including active FMCSA authority.
- Carrier will furnish safe, legal equipment and qualified, licensed drivers meeting all DOT qualification, hours-of-service, and drug- and alcohol-testing requirements.
- Carrier will comply with all applicable laws and regulations, including FMCSA, DOT, and where applicable hazardous-materials, food-safety, and customs regulations.
- Carrier will not, without Broker's prior written consent, re-broker, co-broker, subcontract, interline, or otherwise transfer any shipment to a third party.
- Carrier will maintain a satisfactory or unrated FMCSA safety rating and promptly notify Broker of any conditional or unsatisfactory rating.

4. Insurance

Throughout the term, Carrier will maintain, at its expense, insurance with financially sound insurers, with minimum limits of:

- Commercial Automobile Liability: $1,000,000 combined single limit per occurrence.
- Motor Cargo Liability: $100,000 per occurrence (higher where a shipment's value requires).
- Commercial General Liability: $1,000,000 per occurrence.
- Workers' Compensation as required by law; Employer's Liability at statutory limits.

Carrier will name Broker as certificate holder, provide certificates of insurance before performing services, and require insurers to endeavor to give at least 30 days' notice before cancellation or material change.

5. Rates and Payment

Rates and charges for each shipment are as agreed in the applicable load confirmation. Carrier will invoice Broker and submit required documentation (including a signed proof of delivery) as a condition of payment. Broker will pay undisputed, properly documented invoices within 30 days after receipt of a complete invoice and all required documentation ("Standard Pay"). At Carrier's option, Broker offers a Quick Pay program under which Broker pays undisputed invoices within 2 business days in exchange for a fee equal to 2% of the invoice amount, which Broker may deduct from payment. Broker's sole obligation is to pay the agreed charges to Carrier; the shipper is not liable to Carrier for freight charges.

6. Independent Contractor

Carrier is an independent contractor. Nothing herein creates an employment, agency, partnership, or joint-venture relationship. Carrier has exclusive control over its drivers, equipment, and methods, and is solely responsible for its personnel, taxes, and compliance.

7. Cargo Loss and Damage

Carrier is liable for loss of or damage to freight in its possession under 49 U.S.C. Sec. 14706 (the Carmack Amendment) for the full actual value of the freight unless separately agreed in writing. Carrier will acknowledge claims within 30 days and pay, decline, or make a firm settlement offer within 120 days of receipt of a claim.

8. Indemnification

Each Party will defend, indemnify, and hold harmless the other Party and its affiliates, officers, and employees from all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of that Party's negligence, willful misconduct, or breach. Carrier's indemnity includes claims arising from operation of its equipment or acts of its drivers.

9. Confidentiality

Each Party will hold the other's confidential and proprietary information, including shipper identities, pricing, and load data, in confidence and use it solely to perform under this Agreement. This obligation survives termination.

10. Non-Solicitation

For the term and for 12 months after termination, Carrier will not knowingly solicit or accept freight directly from any shipper, consignee, or customer first made known to Carrier through Broker, without Broker's prior written consent. If Carrier breaches this Section, Carrier will pay Broker a commission equal to 15% of the gross transportation revenue on such shipments.

11. Compliance and Safety

Carrier will comply with all safety and security requirements applicable to the shipments, including seal integrity, temperature control where specified, and hazardous-materials handling, and will not permit any driver to operate in violation of hours-of-service rules.

12. Assignment

Carrier may not assign this Agreement or subcontract performance of any shipment without Broker's prior written consent. Any prohibited assignment is void.

13. Force Majeure

Neither Party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to resume performance.

14. Governing Law and Disputes

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles, and by applicable federal transportation law. Any unresolved dispute will be brought in the state or federal courts located in Dallas County, Texas, to whose exclusive jurisdiction and venue the Parties consent.

15. Notices

Notices must be in writing and delivered to the addresses in the Parties' registration records, by hand, nationally recognized courier, or email with confirmation.

16. Entire Agreement

This Agreement, together with each accepted load confirmation, is the entire agreement between the Parties and supersedes all prior understandings. It may be amended only in a writing signed by both Parties. If any provision is unenforceable, the remainder remains in effect; failure to enforce a provision is not a waiver.

17. Electronic Signature

The Parties agree this Agreement may be executed and delivered electronically, and that electronic and digital signatures are valid and binding under the ESIGN Act and UETA. By digitally signing below, the undersigned represents they are authorized to bind their Party.

BROKER: ______________________________ CARRIER: ______________________________

By: __________________________________ By: __________________________________

Name/Title: __________________________ Name/Title: __________________________

Digital signature & date: _____________ Digital signature & date: _____________

TEMPLATE - general-form agreement for demonstration and customization. Not legal advice. Have it reviewed by your own legal counsel before using it with carriers.