



BROKER – CARRIER AGREEMENT

This agreement is entered into between Alliance Trucking, Inc., a licensed ICC Property Broker under MC309539, hereafter referred to as Broker, and _____, hereafter referred to as Carrier.

The Broker is a licensed Property Broker engaged in the business of negotiating and conducting the transportation of regulated commodities in interstate commerce over public highways; and _____ is a Motor Carrier operating in interstate commerce, pursuant to operating authority issued by the Interstate Commerce Commission.

It is hereby mutually agreed as follows:

- 1) The contract shall remain effective until terminated by either party.
- 2) It is agreed that no employee relationship, direction or control exists over any hauler.
- 3) The carrier agrees to transport goods on a mutually agreed rate negotiated on a per load basis as agreed upon by both parties.
- 4) The Broker will handle all customer billing and the Carrier will invoice the Broker the agreed upon rate.
- 5) The Carrier shall provide the Broker with equipment that meets Department of Transportation standards and shall comply with all Federal and State Safety Regulations, and to maintain adequate cargo and liability insurance (minimum \$100,000 cargo and \$1,000,000 automobile bodily injury an property damage). Carrier agrees to have Alliance Trucking Inc. named as additional insured on Certificate of Insurance. Carrier will hold Alliance Trucking, Inc. harmless for any and all claims.
- 6) The Carrier agrees to issue proof of delivery and bills of lading to the consignors in conformance with this agreement. The Carrier is responsible for the count and visible condition of goods and shall be liable for all claims of loss, damage, or liability while being transported by the Carrier.
- 7) The Carrier agrees to refrain from any direct contact or solicitation of accounts that Broker introduces to Carrier. If Carrier institutes termination of this contract, Carrier agrees to refrain from contact or solicitation of Broker’s company accounts and to refrain from handling any freight that was previously handled under this contract. If Carrier does not refrain from contacting, soliciting, or handling freight previously handled under this contract, Carrier agrees to pay Broker ten percent (10%) of any and all billings Carrier issues for such movements for one (1) year following date of such termination.
- 8) The relationship of the Carrier to the Broker shall, at all times, be of an independent contractor.

COMPANY _____ BY _____ ALLIANCE TRUCKING _____
TITLE _____ DATE _____ TITLE _____ DATE _____