

AWL

ACCESS WORLD LOGISTICS CORPORATION

7 Moonglade Lane

Savannah, GA 31411

Office: 912-352-4248

Fax: 877-368-1177

This Agreement is entered into this ___ day of _____, 20___, by and between Access World Logistics Corporation ("BROKER") a Registered Property Broker, Lic. No. MC768533, and:

_____ a Registered Motor Carrier, Lic. No. MC _____ ("CARRIER") collectively the "Parties". ("Registered") means operated under authorities issued by the Federal Motor Carrier Safety Administration, Federal Highway Administration within the U.S. Department of Transportation; formerly (Interstate Commerce Commission.)

A. CARRIER DURING THE PENDENCY OF THIS AGREEMENT REPRESENTS AND WARRANTS IT:

- 1) Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- 2) Shall transport the property subject to the terms of this Agreement;
- 3) Makes the representations herein for the purpose of Inducing BROKER to enter into this Agreement;
- 4) Has and will maintain cargo, personal injury and Public liability insurance as described below;
- 5) Will not insert, nor authorize a SHIPPER to insert BROKER'S name on a bill of lading as the SHIPPER without BROKER'S express written consent;
- 6) Has authorized the person signing this Agreement to do so;
- 7) Will not assign co-broker or interline the shipments Hereunder without prior written consent of BROKER;
- 8) Is in compliance with all applicable federal, state and Local laws relating to the provision of its services and the Performance of this Agreement;
- 9) Has a "Satisfactory" or "Conditional" safety rating Issued by the Federal Highway Administration, U. S. Department of Transportation; FMCSA
- 10) Will notify Broker immediately if Carrier's federal Operating Authority referred to above is revoked, suspended or rendered inactive for any reason; and/or if Carrier is sold, or if there is a change in control of Carrier.
- 11) Will defend, indemnify, and hold BROKER and its Customers harmless from any claims, losses, damages or Liability of any kind including, but not limited to reasonable attorney's fees arising out of its performance or non-performance of this Agreement. BROKER reserves the right to control the defense of any such matters, including the right to designate counsel;

12) Shall comply with all applicable laws and Regulations relating to the transportation of Hazardous Materials defined in 49 C.F.R. §173 et seq. to the extent that any shipments hereunder constitute Hazardous Materials thereunder. In such instance(s), CARRIER shall be solely responsible for any violation of the applicable laws and regulations and shall hold BROKER harmless and indemnify BROKER for any liability incurred (including, but not limited to, reasonable attorneys fees) arising therefrom.

B. BROKER RESPONSIBILITIES:

1. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER, shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any time-sensitivity instructions or special equipment requirements provided BROKER has received such information from SHIPPER.

2. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges, as mutually agreed in writing or by fax, contained in CARRIER'S schedules of rates and charges, which must be attached and incorporated herein by reference (Exhibit A.) Any other rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established as mutually agreed upon, and shall be confirmed in writing (or by fax) by both parties, and any such changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Rate Confirmation 1, et seq. CARRIER'S schedule of rates and charges (Exhibit A) shall be provided by CARRIER to BROKER in writing (fax or mail) and shall include all rates, classifications, rules and practices upon which any rate applicable to the shipments transported is based, and no part thereof shall be amended, modified or changed without mutual written consent of the Parties.

3. Additionally, any rates which may be verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Rate Confirmation 1, et seq. Unless specifically agreed in writing, no rates or

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charges, including, but not limited to, accessorial charges, "released rates", or "limited liability" rates or values, other than those mutually agreed upon by the Parties herein shall be valid.

4. **PAYMENT:** BROKER agrees to pay CARRIER for its services rendered hereunder, upon written receipt of proof of delivery and bill of lading, in accordance with the rates set forth above, or as otherwise agreed, within thirty (30) days of receipt of Carriers invoice showing AWL load reference number. Upon receipt of payment, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER.

C. CARRIER RESPONSIBILITIES:

1. **EQUIPMENT:** All shipments tendered by a shipper or customer to CARRIER, procured by BROKER under the terms of this Agreement, shall be accepted by CARRIER for transportation, provided such shipment does not exceed the capacity (weight or cubic volume) of CARRIER'S equipment. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed.

2. **BILLS OF LADING:** CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §1035 (and any amendments thereto,) for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded and sealed, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER and regardless of whether CARRIER and/or BROKER'S name appears inconsistent with the terms of this agreement. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by CARRIER or failure of the fill of lading to identify the CARRIER, shall not affect the liability of CARRIER.

3. LOSS & DAMAGE CLAIMS:

a) CARRIER shall comply with 49 C. F. R. §1005 and any amendments and/or any other applicable regulations issued or adopted by the Federal Highway Administration, U. S. Department of Transportation or FMCSA, for

processing all loss and damage claims and salvage, which arise out of the discharge of CARRIER'S duties and responsibilities hereunder; and

b) CARRIER'S liability for any cargo damage, loss or theft shall be determined under the Carmack Amendment, 49 U. S. C. §14706, and shall further be subject to increase pursuant to Pars. A11 and 12 above.

c) 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 as 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, practiced, schedule or tariff.

4. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or Insurance policies, protecting BROKER from the risks identified herein, providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability and public vehicle liability, \$1,000,000; property damage \$100,000; cargo damage/loss \$100,000. The certificates of policies shall comply with minimum requirements of the Federal Highway Administration, FMCSA and any other applicable regulatory state agency. Nothing in this agreement shall be construed to limit **liability** to the insurance limits set forth above.

D. MISCELLANEOUS:

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control or any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent therewith.

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2. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers or freight forwarders.

3. WAIVER OF PROVISIONS:

a) Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.

b) This agreement is for specified services pursuant to 49 U.S.C. §1410(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995,) the parties expressly waive any or all rights and remedies they may have under the Act.

4. DEFAULT: In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay CARRIER. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph 5 below, all other remedies it may have at law or in equity against CARRIER.

5. DISPUTES: In the event of a dispute arising out of this Agreement, the party's sole recourse (except as provided below) shall be to arbitration under the rules of the American Arbitration Association in Savannah, Georgia, or such other places as mutually agreed upon in writing. Provided, however, it is agreed that prior to the formation of the arbitral panel, either party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted by Federal Bankruptcy Law, and unless otherwise controlled by the Federal Highway Administration/U.S. Department of Transportation laws and regulations, the laws of the State of Georgia shall be controlling. This paragraph shall not apply to enforcement of the award of arbitration.

6. NO BACK SOLICITATION: CARRIER shall not solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: (a) the availability of such shipments first became known to

CARRIER as a result of BROKER'S efforts; or (b) where such shipments of the shipper, consignor or consignee or BROKER customer was first tendered to the CARRIER by the BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of eighteen (18) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of six percent (6%) of the transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief, CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.

7. MODIFICATION OF AGREEMENT: This agreement and the rate schedules attached may not be amended, except by mutual written agreement, of the procedures set forth above (Paragraphs B2 and B3.)

8. NOTICES:

a) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid.

b) BROKER shall notify CARRIER of any claim that is asserted against CARRIER of which BROKER has knowledge.

9. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days prior written notice, with or without cause, by either party at any time.

10. ENTIRE AGREEMENT: Except for billing, invoices, receipt of payment documents, and exhibits referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein.

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IN WITNESS WHEREOF, we have signed
this Agreement the date and year first shown
above.

ACCESS WORLD LOGISTICS
CORPORATION
(BROKER)

By:

President
(Authorized Signature)

(CARRIER)

By:

Title _____
(Authorized Signature)

Address: _____

Telephone: _____