

Carrier Profile

Carrier Name: _____

Carrier D/B/A: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Name(s): _____

Phone: _____ Fax: _____

After Hours/Emergency Cell: _____

Email: _____

Tax ID#: _____ MC#: _____

Fleet Profile

Number of Company Trucks: _____ Number of Owner Operators: _____

Number of Flatbeds: _____ Number of Van/Reefers: _____

Do you operate in Canada: _____

Preferred Lanes: _____

Transportation Agreement

This agreement is made and entered into on this ____ day of _____, 20____, between Jones Brothers Trucking, P.O. Box 4414, Missoula, MT 59806, MC# 159075 (hereinafter referred to as Broker) and _____, located at _____ a contract carrier (hereinafter referred to as Carrier) MC# _____

Whereas, Broker desires to have Carrier furnish certain contract motor carrier services.

Now, therefore, inconsideration of the mutual and dependent promises contained herein, Broker and Carrier agree as follows:

- A. Carrier agrees to provide a motor carrier transportation service for the transportation of commodities within the scope of its operating permit. Broker shall tender for transportation and Carrier shall transport subject to availability of Carriers equipment.
- B. Both the Broker and Carrier agree that any shipments tendered to Carrier under the terms of this Agreement shall be subject to rates provided in the form of a Load Confirmation.
- C. This Agreement shall be governed by and construed in accordance with the laws of the state of Montana.
- D. Carrier shall be liable for the actual loss, damage, or injury to the commodities. The measurement of loss, damage or injury shall be the lesser of the actual replacement cost or the reasonable cost of repairing damaged goods when determined loss or damage is the responsibility of the carrier. The reasonable cost shall be the labor, materials, and a reasonable amount for overhead. The carrier's liability shall be the difference between the value of the property at the time and place of delivery in an uninjured condition and its value in the depreciated condition in which it was delivered subject to a maximum amount not exceeding \$1,000,000 per shipment. The carrier shall have the first right of salvage of any damaged goods. All claims for recovery by Broker as provided herein and as to each shipment must be filed with Carrier within 90 days of delivery or tender of delivery of that shipment. Payment by Carrier to Broker pursuant to the provisions of this paragraph, there being no remaining issue of liability, shall be made within 60 days following receipt by Carrier of Broker's invoice.
- E. Any action at law by Carrier to recover undercharges of Broker to recover overcharges alleged to be due hereunder shall be commenced not more than 6 months after the date of shipment with respect to which such undercharges are claimed. To the extent permitted by law, the expiration of the said 6 month period shall be a complete and absolute defense to any such action, without regard to any mitigations or extenuating circumstance or excuse whatsoever. The provision of the clause shall survive the termination, expiration, or cancellation of this agreement.
- F. Each party hereto shall indemnify and hold harmless the other party hereto from and against all loss, damage, fines, expense, actions, and claims for injury to persons (including injury resulting in death) and damage to property caused by negligent acts or omissions of such party, its agents or employees.
- G. Neither Carrier nor Broker shall be liable to the other party for default in the performance or discharge of any duty or obligation under the Agreement where caused by Act of God, or the public enemy, war conditions, governmental interference, regulations or actions, embargoes, fires, floods, labor disorders, closing of public highway, or without construing the foregoing as words of limitation, any other cause beyond Carrier's or Broker's control.

- H. Except as otherwise provided in writing prior to the time of dispatch, shipments transported by Carrier must be loaded by shipper and unloaded by consignee from or on Carrier's vehicle(s), unless otherwise noted in Load Confirmation.
- I. As full compensation for the service provided by Carrier pursuant to the terms and conditions of the Agreement, Broker shall pay Carrier in accordance with the rates and charges provided in this Agreement. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing, signed by both parties and appended to this Agreement in the form of a Load Confirmation in order to remain binding between such parties. All freight bills are due and payable within 30 calendar days of the receipt of Carriers freight bill, and original, signed bill of lading associated with the load.
- J. There shall be no assignment or transfer, in whole or in part, of any right, duty, responsibility or obligation contained in the Agreement, including the right to receive payments, unless such assignments or transfers is agreed to by both parties in writing.
- K. Carrier must afford Broker a certificate of insurance on request naming Broker as additional insured in minimum amounts of \$100,000.00 cargo and \$1,000,000.00 auto liability.
- L. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER when such shipments of were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 25% of the gross transportation revenue(as evidenced by freight bill) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, or changed in any respect unless in writing and signed by both parties. This agreement cancels all prior agreements between the two parties and shall remain in full force and effect for a period of 12 months from its effective date and from year to year thereafter, provided however, that either party may terminate this contract upon not less than 30 days prior written notice to the other party.

Jones Brothers Trucking Inc.
P.O Box 4414
Missoula, MT 59806
406-541-9340
406-541-9345 fax

Carrier _____
Address _____
City, St, Zip _____
Phone _____
Fax _____

Signed _____

Title _____

Workers Compensation Hold Harmless Letter

_____ AGREES TO HOLD HARMLESS AND
INDEMNIFY JONES BROTHERS TRUCKING, INC. AND ANY OF ITS AFFILIATES
AGAINST ANY AWARD BY A WORKERS COMPENSATION COURT, SIMILAR
ADMINISTRATIVE BODY, OR COUR OR LAW.

Company

Signature of Officer

Date