



## **BROKER-CARRIER AGREEMENT**

This contract is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between \_\_\_\_\_ (hereinafter referred to as Carrier) having Contract Authority under MC- \_\_\_\_\_ and Federal ID of \_\_\_\_\_, and New Energy Transport, Inc., (hereinafter referred to as Broker,) under MC 589860-B, whose principal office is at 5255 Fidelity Street Houston, Texas 77029.

1. BROKER agrees to offer for shipment and CARRIER agrees to transport with its own equipment at least one (1) shipment and such additional quantities of freight as BROKER may tender subject to the availability of suitable equipment.
2. CARRIER shall be authorized to operate as a contract motor carrier and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of persons and damage to property, in combined single limits of not less than \$1,000,000.00 per occurrence, and for loss of or damage to freight, in an amount not less than \$100,000.00, and any additional insurance required by applicable laws, rules and regulations. Carrier shall furnish to BROKER a copy of each such insurance policy showing broker as certificate holder.
3. CARRIER shall be paid the freight charges for the transportation service to be rendered pursuant to this agreement at the rates set forth in Rate and Load Confirmation. Broker shall send Rate and Load Confirmation to Carrier via facsimile before shipment of freight. CARRIER must sign and send back via facsimile to confirm Rate and Load Confirmation. All signatures and transactions done via facsimile are deemed legal and binding.
4. The parties understand and agree that CARRIER is a contract motor carrier in interstate commerce, and is not obliged by law to file with any government agency its schedule or rates nor to adhere to any schedule filed with any government agency.
5. The Rate and Load Confirmation shall designate the procedure for billing freight charges.
6. CARRIER shall deliver to BROKER copies of its Motor Carrier Operating Authority and Certificate of Insurance, insuring Carriers liability for personal injury, property damage and loss of damage to cargo. Upon request of BROKER, CARRIER shall have its' insurance amended to include coverage of BROKER as its interest may appear.

7. CARRIER, at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of BROKER, CARRIER shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.
8. CARRIER will be responsible to comply with all applicable FMCSA and DOT Regulations as well as all other federal and state regulations pertaining to the operations of motor carrier.
9. CARRIER shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of CARRIER. CARRIER hereby assumes the liability of a motor common carrier as provided in Section 11707 of Title 49 of the United States Code as in effect on the effective date of this agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with regulations of the ICC as published in the Code of Federal Regulations.
10. CARRIER agrees to hold BROKER harmless from and indemnify BROKER from any liability resulting from the loss or damage to any freight transported by CARRIER, and also agrees to hold BROKER harmless from personal injury or property damage which may occur during the operations of CARRIER pursuant to this agreement including all cost to defend claims.
11. CARRIER shall assume full responsibility for all State and Federal taxes and assessments arising out of the transportation herein required of contract motor carrier.
12. It is the intention of the parties that CARRIER shall be an independent contractor for all parties involved in the transportation including BROKER.
13. CARRIER agrees that under no circumstances will it communicate directly with clients referred to it by the BROKER. It is understood by the CARRIER that the provisions of this paragraph pertain to "BACK SOLICITING." The Carrier hereby agrees that neither it nor anyone under its control, will approach those clients introduced to it by the BROKER for the purpose of selling its services directly OR accepting traffic from the client without BROKERS participation. It is agreed by the CARRIER that if such an event occurs the CARRIER will pay the BROKER a commission of 15% on all traffic obtained as a result of BACK SOLICITATION. Said 15% commission is to continue during the period in which this agreement remains in force, and for one year after the termination of the agreement by either party.
14. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.
15. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the State of Texas; signatory has authority to bind the corporation of company.
16. This agreement shall continue in full force and effect until either party gives the other thirty (30) days prior notice of termination by certified mail.

CARRIER: \_\_\_\_\_

New Energy Transport, Inc.

Fed Id # \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

City, State \_\_\_\_\_

Date: \_\_\_\_\_

Zip code \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_