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N9976 Quarterline Road
Marion, WI 54950

Freight Broker, Motor Carrier Contract

WITNESS, THIS AGREEMENT ("the Agreement") is made on this ___ day of _____ 20__ by and between _____, (herein after referred to as "CARRIER") and Blank Freight Connection, LLC, Marion, WI 54950, (hereinafter referred to as "BROKER").

Witnesseth; (1) CARRIER is a motor contract of property authorized by license Number _____ a copy of which is attached hereto and made part hereof to provide transportation of property for BROKER and

- (2) WHEREAS, Blank Freight Connection, LLC. – Freight Services Division, is a duly licensed motor carrier broker, licensed to arrange for the transportation of property by License Number MC-501680-B.
- (3) BROKER agrees to offer for shipment and CARRIER agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as the BROKER may require, subject to the availability of suitable equipment.
- (4) BROKER agrees to offer CARRIER for shipment a minimum quantity of 10,000 pounds per year for each year this agreement remains in effect. CARRIER agrees to maintain cargo insurance in the amount of \$100,000 to compensate BROKER, owner of consignees for the loss or damage to property belonging to the BROKER, owner or company which property comes into the possession of CARRIER in connection with it's transportation service. The cargo insurance shall have no exceptions; exclusions or restrictions that would not be acceptable under 49 C.F.R. 1043.2(b), but shall in all respects be identical to the cargo insurance filed in the accord of said section. CARRIER shall cause its insurance carrier to forward to the BROKER a standard Certificate of Insurance naming the BROKER as the Certificate Holder. CARRIER shall also cause its insurance carrier to notify BROKER, in writing, 30 days prior to cancellation of such cargo insurance.
- (5) Rates and charges for traffic moved under this AGREEMENT shall be agreed to between the parties hereto in writing and are to be contained in the rate schedule or memorandum of rates and charges prepared and issued by CARRIER and acknowledged by BROKER attached hereto as Exhibit "A." All rates and charges will be predicated and based on the shortest legal route as derived from Prophecy Mileage System, Release 6.0, or any subsequent releases as employed by the BROKER. Changes to this schedule or memorandum shall also be made in writing upon mutually agreed notice time, and mutually agreed notice time, and mutually acknowledged by signature of both parties acknowledged. This schedule shall also contain the conditions of any charges for any additional or accessorial services, which may be required or performed. The schedule shall also set forth the way in which the statutory provisions as to contract carriage are to be fulfilled, i.e. either (1) by furnishing transportation service through the assignment of motor vehicles for a continuing period of time to the exclusive use of BROKER, or (2) by furnishing transportation services designed to meet the distinct needs of the BROKER.
- (6) Rates may established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduce to writing within five (5) working days of the movement of the involved freight, in order to remain binding between the parties.

- (7) The CARRIER shall, in each movement, issue a standard Bill of Lading, and the shipment shall move under the terms and conditions of the said Bill of Lading.
- (8) BROKER agrees to pay carrier for the transportation of authorized commodities under this Agreement in accordance with effective schedules within 30 days of the receipt by BROKER of CARRIER'S invoice and signed Bill(s) of Lading (Proof of Delivery) covering such transportation.
- (9) ACCOUNT PROTECTION: CARRIER understands and agrees the BROKER has put forth substantial effort and investment in order to develop its accounts and it will at no time during the term of the AGREEMENT and for a period of one (1) year after the effective date of any termination, either directly or indirectly attempt to solicit, divert, bypass, back –solicit or perform any services for compensation for, any account of BROKER which BROKER has secured and has previously tendered to CARRIER for transportation, unless BROKER shall have given CARRIER express written permission to do so. In the absence of BROKER'S written permission, CARRIER agrees to pay BROKER a commission of fifteen percent (15%) of all such revenues billed to any account of BROKER, in violation of any of the foregoing, and such commissions shall be due and payable within thirty (30) days after billing date.
- (10) Neither party hereto will be liable for the failure to tender or timely transport freight under this AGREEMENT if such failure, delay or other omission is caused by strikes, acts of god, war, accidents, civil disorder or through compliance with legally constituted order of civil or military authorities.
- (11) CARRIER shall be liable to the BROKER for the loss or damage to any property transported under this AGREEMENT. Such liability shall begin at the time cargo is loaded upon CARRIER'S equipment at point of origin, and continue until said cargo is delivered to the consignee at destination, or to any intermediate stop off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- (12) All claims for loss and damage, and any salvage arising there from shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49CFR 1005).
- (13) The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor.
- (14) This AGREEMENT is to become effective as of the date noted above, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party to the other.
- (15) Special Considerations _____

CARRIER:

BY: _____

TITLE: _____

BROKER:

Blank Freight Connection, LLC

BY: Michael D. Bask

TITLE: Owner